IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO

UNITED STATES OF AMERICA; the STATES OF IDAHO, ILLINOIS, INDIANA, MICHIGAN, OHIO, TENNESSEE, AND WEST VIRGINIA; the COMMONWEALTHS OF KENTUCKY AND VIRGINIA; the OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY; and the MARICOPA COUNTY AIR QUALITY DEPARTMENT,	)	
Plaintiffs,	)	
v.	)	Civil Action No. 1:09-cv-00340
ALERIS INTERNATIONAL, INC.; IMCO RECYCLING OF ILLINOIS, INC.; IMCO RECYCLING OF MICHIGAN L.L.C.; ALUMITECH OF WEST VIRGINIA INC.; ROCK CREEK ALUMINUM; IMSAMET OF ARIZONA; COMMONWEALTH ALUMINUM LEWISPORT, LLC; IMCO RECYCLING OF IDAHO INC.; ALSCO METALS CORPORATION; ALCHEM ALUMINUM, INC.; ALCHEM ALUMINUM SHELBYVILLE, INC.; COMMONWEALTH ALUMINUM CONCAST, INC.; IMCO RECYCLING OF OHIO, INC.; and ALUMITECH OF WABASH INC.,	)	Judge Ann Aldrich
Defendants.	)	

CONSENT DECREE

TABLE OF CONTENTS

I. JURISDICTION, VENUE, AND NOTICE 4

II. APPLICABILITY 5

III. DEFENDANTS 6

IV. DEFINITIONS 9

V. COMPLIANCE REQUIREMENTS 13

A. FACILITY-SPECIFIC REQUIREMENTS 13

B. CAPTURE AND COLLECTION SYSTEMS 15

C. PERFORMANCE TESTING 22

D. OPERATING, MONITORING, AND RECORDKEEPING 30

E. IDLE UNITS 35

F. REPORTING 36

G. PERMITS 38

H. PERMANENT SHUTDOWN 39

VI. CIVIL PENALTY 39

VII. STIPULATED PENALTIES 41

VIII. FORCE MAJEURE 47

IX. DISPUTE RESOLUTION 49

X. INFORMATION COLLECTION AND RETENTION 52

XI. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS 54

XII. COSTS 55

XIII. NOTICES 56

XIV. EFFECTIVE DATE 56

XV. RETENTION OF JURISDICTION 57

XVI. MODIFICATION 57

XVII. TERMINATION 58

XVIII. PUBLIC PARTICIPATION 59

XIX. SIGNATORIES/SERVICE 59

XX. INTEGRATION 60

XXI. FINAL JUDGMENT 60

XXII. APPENDICES 60

WHEREAS, Plaintiffs, the United States of America, on behalf of the United States Environmental Protection Agency ("EPA"), the State of Idaho, on behalf of the Idaho Department of Environmental Quality, the State of Illinois, on behalf of the People of the State of Illinois by Lisa Madigan, Attorney General of the State of Illinois on her own motion and at the request of the Illinois Environmental Protection Agency, the State of Indiana, on behalf of the Indiana Department of Environmental Management, the Commonwealth of Kentucky, on behalf of the Kentucky Department for Environmental Protection, the Maricopa County (Arizona) Air Quality Department, the State of Michigan, on behalf of the Michigan Department of Environmental Quality, the State of Ohio, on behalf of the Ohio Environmental Protection Agency, the Oklahoma Department of Environmental Quality, the State of Tennessee, on behalf of the Tennessee Department of Environment and Conservation, the Commonwealth of Virginia, on behalf of the Virginia Department of Environmental Quality, and the State of West Virginia, on behalf of the West Virginia Department of Environmental Protection, have filed an Amended Complaint in this action concurrently with this Consent Decree alleging that Defendants Aleris International, Inc., IMCO Recycling of Illinois, Inc., IMCO Recycling of Michigan L.L.C., Alumitech of West Virginia Inc., Rock Creek Aluminum, IMSAMET of Arizona, Commonwealth Aluminum Lewisport, LLC, IMCO Recycling of Idaho Inc., ALSCO Metals Corporation, Alchem Aluminum, Inc., Alchem Aluminum Shelbyville, Inc., Commonwealth Aluminum Concast, Inc., IMCO Recycling of Ohio, Inc., and Alumitech of Wabash Inc. (collectively, the "Companies") are and have been in violation of Section 112 of the Clean Air Act (the "Act"), 42 U.S.C. § 7412, the regulations promulgated thereunder at 40 C.F.R. Part 63, Subparts A and RRR, and related provisions of state and local law at 15 secondary aluminum production facilities described in Appendix A to this Consent Decree ("Covered Facilities");

WHEREAS, the Amended Complaint alleges that the Companies have failed to demonstrate compliance with emission standards through valid performance testing, to design and install adequate capture and collection systems, to correctly establish and monitor operating parameters, and to comply with recordkeeping and reporting requirements pursuant to 40 C.F.R. Part 63, Subparts A and RRR and related provisions of state and local law at these 15 Covered Facilities;

WHEREAS, the Amended Complaint alleges that Defendant IMCO Recycling of Illinois, Inc. is and has been in violation of Section 502(a) of the Act, 42 U.S.C. § 7661a(a), at its Covered Facility in Chicago Heights, Illinois;

WHEREAS, on November 14, 2005, EPA issued a Notice of Violation ("NOV") related to Subpart RRR requirements for Aleris International, Inc.'s Covered Facilities in Loudon, Tennessee, and Morgantown, Kentucky;

WHEREAS, on January 17, 2006, the Commonwealth of Kentucky issued an NOV related in part to Subpart RRR requirements for Aleris International, Inc.'s Covered Facility in Morgantown, Kentucky;

WHEREAS, on March 7, 2006, June 27, 2006, and July 27, 2006, the State of Tennessee issued NOVs related in part to Subpart RRR requirements for Alchem Aluminum Shelbyville, Inc.'s Covered Facility in Shelbyville, Tennessee;

WHEREAS, following the formation of Aleris International, Inc. in December 2004, Aleris International, Inc., in coordination with the other Companies, conducted an internal environmental compliance review of the Covered Facilities;

WHEREAS, on March 17, 2006, following lengthy discussions with the Plaintiffs, Aleris International, Inc., on behalf of the Companies, voluntarily executed a letter of commitment to

negotiate with the Plaintiffs to settle the Companies' potential liability under 40 C.F.R. Part 63, Subparts A and RRR and related provisions of state and local law at the Covered Facilities, including Covered Facilities against which the Plaintiffs had initiated no formal enforcement action, and including four Covered Facilities that were acquired after Aleris International, Inc.'s formation;

WHEREAS, the Companies have subsequently worked cooperatively with the Plaintiffs to structure a comprehensive settlement that includes a compliance schedule to bring the Covered Facilities into compliance with certain requirements of 40 C.F.R. Part 63, Subparts A and RRR and related provisions of state and local law;

WHEREAS, the Companies do not admit any liability to the Plaintiffs arising out of the transactions or occurrences alleged in the Amended Complaint and the NOVs;

WHEREAS, on January 11, 2008, and April 25, 2008, EPA issued two letters approving alternative stack testing, monitoring, recordkeeping, and reporting methodologies with respect to certain emission units at Aleris International Inc.'s Covered Facility in Morgantown, Kentucky and Commonwealth Aluminum Lewisport, LLC's Covered Facility in Lewisport, Kentucky, partly addressing violations alleged in the Second and Third Claims for Relief in the Amended Complaint;

WHEREAS, on June 6, 2008, and June 26, 2008, EPA issued two letters approving alternative methods proposed by the Companies for measuring, monitoring, and recording the molten metal level at reverberatory furnaces, addressing violations alleged in the Fourth Claim for Relief in the Amended Complaint;

WHEREAS, on October 9, 2008, and January 8, 2009, EPA issued two letters approving an alternative method of measuring, monitoring, and recording the addition of solid reactive flux

at group 1 furnaces, partly addressing violations alleged in the Third Claim for Relief in the Amended Complaint;

WHEREAS, on February 12, 2009, each of the Companies except for IMSAMET of Arizona filed a petition for voluntary reorganization under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware, In re Aleris International, Inc., et al., Case No. 09-10478 (BLS) ("Bankruptcy Case");

WHEREAS, the Parties recognize, and the Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith and will avoid litigation among the Parties and that this Consent Decree is fair, reasonable, and in the public interest;

NOW, THEREFORE, before the taking of any testimony, without the adjudication or admission of any issue of fact or law except as provided in Section I, and with the consent of the Parties, IT IS HEREBY ADJUDGED, ORDERED, AND DECREED as follows:

I. JURISDICTION, VENUE, AND NOTICE

1. This Court has jurisdiction over the subject matter of this action and over the Parties pursuant to 28 U.S.C. §§ 1331, 1345, 1355, and 1367, and Sections 113(b) and 304(a) of the Act, 42 U.S.C. §§ 7413(b) and 7604(a). Venue lies in this District pursuant to Sections 113(b) and 304(c) of the Act, 42 U.S.C. §§ 7413(b) and 7604(c), and 28 U.S.C. §§ 1391(b) and (c) and 1395(a), because the corporate headquarters of the parent company of each Company is located in this judicial district. For purposes of this Decree, or any action to enforce this Decree, the Companies consent to the Court's jurisdiction over this Decree or such action and over the Companies and consent to venue in this judicial district.

2. Notice of the commencement of this action has been given to each Co-Plaintiff in this action as required by Section 113(b) of the Act, 42 U.S.C. § 7413(b), and to the EPA

Administrator and the Companies as required by Section 304(b) of the Act, 42 U.S.C. § 7604(b).

II. APPLICABILITY

3. The obligations of this Consent Decree apply to and are binding upon the Plaintiffs, upon each Applicable Company (and its successors, assigns, or other entities or persons otherwise bound by law) severally for its Covered Facility or Facilities as described in Appendix A to this Consent Decree, and upon Aleris International, Inc. (and its successors, assigns, or other entities or persons otherwise bound by law**)** jointly and severally with each respective Applicable Company with respect to that Company's Covered Facility or Facilities.

4. Any transfer of ownership or operation of any portion of a Covered Facility that is subject to 40 C.F.R. Part 63, Subpart RRR shall be conditioned on the transferee's assumption of the obligation to ensure that the terms of this Consent Decree with respect to that portion of that Covered Facility are implemented. At or before the time of execution of the written agreement for such transfer, the Applicable Company shall provide a copy of this Consent Decree to the proposed transferee. Within 10 days after execution of the written agreement for such transfer, the Applicable Company shall provide to the United States, the Applicable EPA Region, and the Applicable Co-Plaintiff a copy of the first page, relevant portion, and signature pages of such written agreement for such transfer evidencing the transferee's assumption of the obligation to ensure that the terms of this Consent Decree that apply to the portion of the Covered Facility to be transferred are implemented. During the pendency of the Bankruptcy Case with respect to an Applicable Company, the Applicable Company shall provide the United States, the Applicable EPA Region, and the Applicable Co-Plaintiff with written notice of the prospective transfer at or before the time that notice is required to be provided to any party holding a prepetition general unsecured claim in the Bankruptcy Case. Should this Consent Decree continue in effect with

respect to an Applicable Company after termination of the Bankruptcy Case with respect to such Applicable Company, the Applicable Company shall provide the United States, the Applicable EPA Region, and the Applicable Co-Plaintiff with written notice of the prospective transfer at least 30 days prior to such transfer. Any attempt to transfer ownership or operation of any portion of a Covered Facility that is subject to 40 C.F.R. Part 63, Subpart RRR without complying with this Paragraph constitutes a violation of this Decree.

5. Each Company shall provide a copy of this Consent Decree to all officers, plant managers, and their directly reporting supervisory managers, and shall ensure that each officer, employee, and agent whose duties might reasonably include compliance with any provision of this Decree is made aware of this Decree and specifically aware of the requirements of this Decree that fall within such person's duties, including any contractor retained to perform work required under this Consent Decree. Each Company shall condition any such contract upon performance of the work in conformity with the terms of this Consent Decree.

6. In any action to enforce this Consent Decree, no Company shall raise as a defense the failure by any of its officers, directors, employees, agents, or contractors to take any actions necessary to comply with the provisions of this Consent Decree.

III. DEFENDANTS

7. Aleris International, Inc., a Delaware corporation with corporate headquarters in Beachwood, Ohio, is a "person" as defined in Section 302(e) of the Act, 42 U.S.C. § 7602(e).

8. IMCO Recycling of Illinois, Inc., an Illinois corporation, is a "person" as defined in Section 302(e) of the Act, 42 U.S.C. § 7602(e).

9. IMCO Recycling of Michigan L.L.C., a Delaware corporation, is a "person" as defined in Section 302(e) of the Act, 42 U.S.C. § 7602(e).

10. Alumitech of West Virginia Inc., a Delaware corporation, is a "person" as defined in Section 302(e) of the Act, 42 U.S.C. § 7602(e).

11. Rock Creek Aluminum, an Ohio corporation, is a "person" as defined in Section 302(e) of the Act, 42 U.S.C. § 7602(e).

12. IMSAMET of Arizona, a partnership, is a "person" as defined in Section 302(e) of the Act, 42 U.S.C. § 7602(e).

13. Commonwealth Aluminum Lewisport, LLC, a Delaware corporation, is a "person" as defined in Section 302(e) of the Act, 42 U.S.C. § 7602(e).

14. IMCO Recycling of Idaho Inc., a Delaware corporation, is a "person" as defined in Section 302(e) of the Act, 42 U.S.C. § 7602(e).

15. ALSCO Metals Corporation, a Delaware corporation, is a "person" as defined in Section 302(e) of the Act, 42 U.S.C. § 7602(e).

16. Alchem Aluminum, Inc., a Delaware corporation, is a "person" as defined in Section 302(e) of the Act, 42 U.S.C. § 7602(e).

17. Alchem Aluminum Shelbyville, Inc., a Delaware corporation, is a "person" as defined in Section 302(e) of the Act, 42 U.S.C. § 7602(e).

18. Commonwealth Aluminum Concast, Inc., an Ohio corporation, is a "person" as defined in Section 302(e) of the Act, 42 U.S.C. § 7602(e).

19. IMCO Recycling of Ohio, Inc., a Delaware corporation, is a "person" as defined in Section 302(e) of the Act, 42 U.S.C. § 7602(e).

20. Alumitech of Wabash Inc., an Indiana corporation, is a "person" as defined in Section 302(e) of the Act, 42 U.S.C. § 7602(e).

21. At certain times relevant to the Amended Complaint, each Company owned and

operated its respective secondary aluminum production facility as described in Appendix A to this Consent Decree. Each secondary aluminum production facility described in Appendix A is a "secondary aluminum production facility" as defined in 40 C.F.R. § 63.1503. The requirements of 40 C.F.R. Part 63, Subparts A and RRR and the related provisions of state and local law cited in Paragraph 4 of the Amended Complaint apply to the owner and operator of a secondary aluminum production facility.

22. The Companies' secondary aluminum production facilities each process aluminum scrap and, in some instances, aluminum dross to produce various secondary aluminum products. The secondary aluminum production process results in emissions of regulated air pollutants, including dioxins and furans ("D/F"), hydrogen chloride ("HCl"), particulate matter ("PM"), and hydrocarbons. D/F and HCl are hazardous air pollutants ("HAPs"). PM from a secondary aluminum production facility is measured as a surrogate for individual HAP metals, while total hydrocarbon emissions serve as a surrogate for the emissions of organic HAP compounds.

23. The Chicago Heights, Lewisport, Morgantown, Coldwater, Uhrichsville, and Shelbyville facilities are "major sources" as defined in Section 112(a)(1) of the Act, 42 U.S.C. § 7412(a)(1), and the federal, state, and local regulations promulgated pursuant to the Act.

24. The Goodyear, Saginaw, and Friendly (Alumitech) facilities are "area sources" as defined in Section 112(a)(2) of the Act, 42 U.S.C. § 7412(a)(2), and the federal, state, and local regulations promulgated pursuant to the Act.

25. Subject to the provisions of Paragraphs 51 and 52, the Post Falls, Wabash, Sapulpa, Loudon, Richmond, and Friendly (Rock Creek) facilities are "area sources" as defined in Section 112(a)(2) of the Act, 42 U.S.C. § 7412(a)(2), and the federal, state, and local

regulations promulgated pursuant to the Act.

IV. DEFINITIONS

26. Terms used in this Consent Decree that are defined in the Act or in regulations promulgated pursuant to the Act shall have the meanings assigned to them in the Act or such regulations, unless otherwise provided in this Decree. Whenever the terms set forth below are used in this Consent Decree, the following definitions shall apply:

a. "ACGIH Manual" shall mean "Industrial Ventilation: A Manual of Recommended Practice," American Conference of Governmental Industrial Hygienists (23rd edition, 1998);

b. "Amended Complaint" shall mean the first amended complaint filed by the United States; the States of Idaho, Illinois, Indiana, Michigan, Ohio, Tennessee, and West Virginia; the Commonwealths of Kentucky and Virginia; the Oklahoma Department of Environmental Quality; and the Maricopa County Air Quality Department in this action;

c. "Applicable Company" for a particular Covered Facility shall mean the Company or Companies listed below that Covered Facility in Appendix A to this Consent Decree;

d. "Applicable Co-Plaintiff" for a particular Covered Facility shall mean the state or county listed below that Covered Facility in Appendix A to this Consent Decree;

e. "Applicable EPA Region" for a particular Covered Facility shall mean the EPA Region listed below that Covered Facility in Appendix A to this Consent Decree;

f. "Bankruptcy Case" shall mean the cases under Chapter 11 of the Bankruptcy Code of each of the Companies except for IMSAMET of Arizona which are being jointly administered in the United States Bankruptcy Court for the District of Delaware, In re

Aleris International, Inc., et al., Case No. 09-10478 (BLS);

g. "Bankruptcy Court" shall mean the United States Bankruptcy Court for the District of Delaware;

h. "Chicago Heights facility" shall mean the secondary aluminum production facility owned and operated by IMCO Recycling of Illinois, Inc. that is located in Chicago Heights, Illinois;

i. "Coldwater facility" shall mean the secondary aluminum production facility owned and operated by IMCO Recycling of Michigan L.L.C. and Alchem Aluminum, Inc. that is located in Coldwater, Michigan, comprising both the IMCO Recycling of Michigan L.L.C. plant and the Alchem Aluminum, Inc. plant;

j. "Company" shall mean a corporation or partnership listed in Paragraphs 7 through 20;

k. "Consent Decree" or "Decree" shall mean this Decree and all appendices attached hereto (listed in Section XXII);

l. "Co-Plaintiffs" shall mean the States of Idaho, Illinois, Indiana, Michigan, Ohio, Tennessee, and West Virginia; the Commonwealths of Kentucky and Virginia; the Oklahoma Department of Environmental Quality; and the Maricopa County Air Quality Department;

m. "Court" shall mean the United States District Court for the Northern District of Ohio;

n. "Covered Facility" shall mean any one of the 15 facilities identified in Appendix A to this Consent Decree;

o. "Covered Facility or Facilities" shall mean any one or more of the 15

facilities identified in Appendix A to this Consent Decree;

p. "Day" shall mean a calendar day unless expressly stated to be a business day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next business day;

q. "Effective Date" shall have the definition provided in Section XIV of this Consent Decree;

r. "EPA" shall mean the United States Environmental Protection Agency and any of its successor departments or agencies;

s. "Friendly (Rock Creek) facility" shall mean the secondary aluminum production facility owned and operated by Rock Creek Aluminum that is located in Friendly, West Virginia;

t. "Friendly (Alumitech) facility" shall mean the secondary aluminum production facility owned and operated by Alumitech of West Virginia Inc. that is located in Friendly, West Virginia;

u. "Goodyear facility" shall mean the secondary aluminum production facility owned and operated by IMSAMET of Arizona that is located in Goodyear, Maricopa County, Arizona;

v. "Idle Unit" shall mean any affected source or emission unit subject to Subpart RRR at a Covered Facility that is not operating, has not operated for at least six months, and has been maintained in a state ready to restart;

w. "Lewisport facility" shall mean the secondary aluminum production facility owned and operated by Commonwealth Aluminum Lewisport, LLC that is located in

Lewisport, Kentucky;

x. "Loudon facility" shall mean the secondary aluminum production facility owned and operated by Aleris International, Inc. that is located in Loudon, Tennessee;

y. "Morgantown facility" shall mean the secondary aluminum production facility owned and operated by Aleris International, Inc. that is located in Morgantown, Kentucky;

z. "Paragraph" shall mean a portion of this Decree identified by an Arabic numeral;

aa. "Parties" shall mean the Plaintiffs and the Companies;

bb. "Plaintiffs" shall mean the United States and the Co-Plaintiffs;

cc. "Post Falls facility" shall mean the secondary aluminum production facility owned and operated by IMCO Recycling of Idaho Inc. that is located in Post Falls, Idaho;

dd. "Richmond facility" shall mean the secondary aluminum production facility owned and operated by ALSCO Metals Corporation that is located in Richmond, Virginia;

ee. "Saginaw facility" shall mean the secondary aluminum production facility owned and operated by Alchem Aluminum, Inc. that is located in Saginaw, Michigan;

ff. "Sapulpa facility" shall mean the secondary aluminum production facility owned and operated by Aleris International, Inc. that is located in Sapulpa, Oklahoma;

gg. "Section" shall mean a portion of this Decree identified by a roman numeral;

hh. "Shelbyville facility" shall mean the secondary aluminum production facility owned and operated by Alchem Aluminum Shelbyville, Inc. that is located in

Shelbyville, Tennessee;

ii. "Subpart RRR" shall mean 40 C.F.R. Part 63, Subpart RRR;

jj. "Uhrichsville facility" shall mean the secondary aluminum production facility owned and operated by Commonwealth Aluminum Concast, Inc. and IMCO Recycling of Ohio, Inc. that is located in Uhrichsville, Ohio, comprising both the IMCO Recycling of Ohio, Inc. plant and the Commonwealth Aluminum Concast, Inc. plant;

kk. "Unit Operation," for an affected source or emission unit, shall mean the period beginning when the feed material is first charged to the operation and ending when all material charged to the operation has been processed, and includes the fluxing, refining, alloying, and tapping of molten aluminum, but does not include periods of startup, shutdown, and malfunction;

ll. "United States" shall mean the United States of America, acting on behalf of EPA;

mm. "Wabash facility" shall mean the secondary aluminum production facility owned and operated by Alumitech of Wabash Inc. that is located in Wabash, Indiana.

V. COMPLIANCE REQUIREMENTS

A. FACILITY-SPECIFIC REQUIREMENTS

27. Morgantown facility. Within 270 days after the Effective Date, Aleris International, Inc. shall equip the delacquering kiln at the Morgantown facility with an afterburner that meets the design and operational requirements of 40 C.F.R. § 63.1505(e), and demonstrate through a new performance test within 90 days after startup that the delacquering kiln complies with the emission standards set forth in 40 C.F.R. § 63.1505(e). In reporting the results of a performance test conducted pursuant to this Paragraph, Aleris International, Inc. shall

submit to EPA Region 4 and the Commonwealth of Kentucky documentation demonstrating that the afterburner meets the design and operational requirements of 40 C.F.R. § 63.1505(e). This documentation shall include schematic drawings of the afterburner, calculations demonstrating the afterburner's design residence time, and information documenting that the afterburner is operated at a temperature of at least 1400°F. For purposes of this Consent Decree, to demonstrate that the afterburner has a residence time of at least one second, Aleris International, Inc. shall demonstrate the duration of time required for gases to pass through the reaction chamber of the afterburner in which the waste gas stream is exposed to the direct combustion flame and in which combustion of the pollutants takes place.

28. All performance testing pursuant to Paragraph 27 shall be conducted in accordance with the notification, testing, and reporting requirements of Section V.C of this Consent Decree (Performance Testing).

29. Chicago Heights facility. Within 180 days after the Effective Date, IMCO Recycling of Illinois, Inc. shall submit to the Illinois Environmental Protection Agency an application for a major source Clean Air Act Permit Program operating permit for its Chicago Heights facility. At the time of this submission, IMCO Recycling of Illinois, Inc. shall submit to EPA Region 5 a copy of the cover letter accompanying the application.

30. Lewisport, Morgantown, Coldwater, and Uhrichsville facilities. Within 180 days after the Effective Date, Aleris International, Inc., on behalf of each Applicable Company, shall submit to the Applicable EPA Regions and the Applicable Co-Plaintiffs documentation demonstrating that it has installed load cells, or equivalent technology that complies with 40 C.F.R. § 63.1510(j), to weigh flux at continuous flux-fed reverberatory furnaces at the Lewisport, Morgantown, Coldwater, and Uhrichsville facilities, and shall certify that such load

cells or equivalent technology are being operated in compliance with 40 C.F.R. § 63.1510(j).

B. CAPTURE AND COLLECTION SYSTEMS

31. Calculation of Minimum Exhaust Rate. At the collection hood or hoods for each Group 1 furnace, in-line fluxer, and inlet of a rotary dross cooler at its respective Covered Facility or Facilities, each Applicable Company shall maintain a minimum exhaust rate equal to or greater than the calculated rate using one of the following methods:

a. Enclosure (ACGIH Manual, Chapter 10). Maintain a minimum exhaust rate equivalent to 150 feet per minute ("fpm") or higher multiplied by the area of all openings (including all doors open at any time during Unit Operation), corrected for products of combustion and temperature, as calculated in accordance with the applicable calculation in Appendix K to this Consent Decree. For the purposes of this Paragraph, the "area of all openings (including all doors open at any time during Unit Operation)" shall not include any opening that is equipped with an air curtain operated during any period of opening, provided that the air curtain maintains a static pressure that meets or exceeds the baseline static pressure for that air curtain established pursuant to Paragraph 40 or 41 of this Consent Decree. The method described in this subparagraph may only be used at a source or emission unit that has been enclosed to the maximum extent technically and practically feasible, allowing for operational and safety considerations.

b. Enclosure With Alternative Demonstration. With the approval of the Applicable EPA Region, after the Applicable EPA Region's consultation with the Applicable Co-Plaintiff, demonstrate that no visible emissions escape capture during periods when the exhaust rate is not equivalent to 150 fpm or higher multiplied by the area of all openings (including all doors open at any time during Unit Operation), corrected for products of

combustion and temperature, as calculated in accordance with the applicable calculation in Appendix K to this Consent Decree. The method described in this subparagraph may only be used at Coldwater reverberatory furnace #7S.

c. Low-Canopy Hood (ACGIH Manual, Section 3.9.3). Maintain a minimum exhaust rate calculated using the low-canopy hood equation in Section 3.9.3 of the ACGIH Manual. This method may only be used at a source or emission unit at which (i) the distance between the hood and the hot source does not exceed the diameter of the source or three feet, whichever is smaller; or (ii) any opening (including any door open at any time during Unit Operation) is equipped with an air curtain that is operated during any period of opening and that maintains a static pressure that meets or exceeds the baseline static pressure for that air curtain established pursuant to Paragraph 40 or 41 of this Consent Decree.

d. High-Canopy Hood (ACGIH Manual, Section 3.9.2). Maintain a minimum exhaust rate calculated using the high-canopy hood equations in Section 3.9.2 of the ACGIH Manual.

32. At each shredder and outlet of a rotary dross cooler at its respective Covered Facility or Facilities, each Applicable Company shall maintain a minimum exhaust rate equal to or greater than the rate calculated using Chapters 3, 5, and 10 of the ACGIH Manual in accordance with the applicable calculation in Appendix K to this Consent Decree.

33. In calculating a minimum exhaust rate for a source or emission unit pursuant to Paragraph 31 or 32 of this Consent Decree, each Applicable Company shall use the highest molten metal temperature reached during operation of that source or emission unit, wintertime ambient air conditions, and 100 fpm for Vr (required air velocity through the remaining hood area).

34. Capture and Collection System Improvement Plan. Within 30 days after the Effective Date, Aleris International, Inc. shall submit a Capture and Collection System Improvement Plan ("CCSIP") to the United States, and shall submit each portion of the CCSIP that concerns a particular Covered Facility to the Applicable EPA Region and Applicable Co-Plaintiff for that Covered Facility. The CCSIP shall include a description of all modifications completed since May 2006 and projected to be completed by each Applicable Company to bring the capture and collection systems at its respective Covered Facility or Facilities into compliance with Paragraph 31 or 32; photographs of each completed modification; and calculations generating the minimum exhaust rate for each capture and collection system, using one of the methods described in Paragraph 31 or 32 of this Consent Decree.

35. Within 60 days after receipt of the CCSIP, EPA, after consultation with the Applicable Co-Plaintiff(s), may notify Aleris International, Inc. in writing that the CCSIP is approved, or may notify Aleris International, Inc. in writing of any deficiency in the CCSIP. When notifying Aleris International, Inc. of any deficiency, EPA shall describe the deficiency. For any portion of the CCSIP that EPA does not approve or describe as deficient pursuant to this Paragraph within 60 days after the United States' receipt of the CCSIP, then as of 60 days following the United States' receipt of the CCSIP such portion of the CCSIP shall be deemed approved.

36. Aleris International, Inc. shall correct each deficiency identified by EPA pursuant to Paragraph 35 and submit to the United States, the Applicable EPA Region, and the Applicable Co-Plaintiff revisions to the deficient portions of the CCSIP within 30 days after the date of notification of such deficiency by EPA. Within 30 days after receipt of the revised CCSIP, EPA, after consultation with the Applicable Co-Plaintiff(s), may notify Aleris International, Inc. in

writing that the revised CCSIP is approved, or may notify Aleris International, Inc. in writing of any remaining deficiency in the revised CCSIP. When notifying Aleris International, Inc. of any remaining deficiency, EPA shall describe the deficiency. For any portion of the revised CCSIP that EPA does not approve or describe as deficient pursuant to this Paragraph within 30 days after the United States' receipt of the revised CCSIP, then as of 30 days following the United States' receipt of the revised CCSIP such portion of the revised CCSIP shall be deemed approved.

37. Within 180 days after the date of EPA approval of the CCSIP pursuant to Paragraph 35 or 36, each Applicable Company shall complete all improvements described in the CCSIP for its Covered Facility or Facilities, provided, however, that if an improvement is of such nature that it cannot reasonably be completed within such 180-day period, the Applicable EPA Region, after consultation with the Applicable Co-Plaintiff, may agree in writing to an extension of time upon the written request of the Applicable Company.

38. Flow Rate Measurement. During each performance test conducted pursuant to Paragraph 44 of this Consent Decree, the Applicable Company shall measure and record the actual volumetric flow rate into the capture and collection system, in accordance with the methodologies prescribed in EPA Reference Methods 1 and 2 (and EPA Reference Methods 3 and 4 if needed) contained in 40 C.F.R. Part 60, Appendix A, and the following requirements:

a. Average three duct traverses with each sample being a minimum of five minutes to establish the baseline volumetric flow rate.

b. Take each actual volumetric flow rate measurement described in Paragraph 38(a) at a location in the duct work downstream of the furnace hood that is representative of the actual volumetric flow rate without the interference of leaks, the

introduction of ambient air for cooling, or ducts manifolded from other hoods.

c. If the capture and collection system is equipped with a dilution damper, ensure that the damper is completely open during each actual volumetric flow rate measurement. The volumetric flow rate measurement may be taken at the maximum open operating position, provided that the Applicable Company either installs a physical stop or programs a logic stop to prevent opening beyond the maximum open operating position.

d. Measure and record the capture and collection system's fan revolutions per minute ("RPM"). Take three measurements with at least five minutes between each measurement, then average the three measurements.

Where physical constraints of the existing ductwork or worker safety concerns do not allow an Applicable Company to measure the actual volumetric flow rate in accordance with the methodologies prescribed in EPA Reference Methods 1 and 2, or the requirements of subparagraph b of this Paragraph, the Applicable Company may submit a written proposal to the Applicable EPA Region and Applicable Co-Plaintiff to measure the actual volumetric flow rate in an alternate location, and may measure the actual volumetric flow rate in the proposed location with the approval of the Applicable EPA Region, after the Applicable EPA Region's consultation with the Applicable Co-Plaintiff.

39. For each source and emission unit listed in Paragraph 45 of this Consent Decree, the Applicable Company shall, within 90 days after the Effective Date, measure and record the capture and collection system's fan RPM using the procedure set forth in Paragraph 38.d. The Applicable Company shall take this measurement at a time when the baseline volumetric flow rate into the capture and collection system (determined as set forth in Paragraph 38 of this Consent Decree) meets or exceeds the baseline volumetric flow rate recorded during the

performance test for that source or emission unit. In the NOCSR it submits pursuant to Paragraph 56, the Applicable Company shall include the results of such measurement and supporting documentation. For any source or emission unit subject to this Paragraph that is not in operation as of the Effective Date, the Applicable Company must meet the requirements of this Paragraph within 90 days after the date of startup of such source or emission unit.

40. Air Curtain Static Pressure. During each performance test conducted pursuant to Paragraph 44 of this Consent Decree, for any source or emission unit located at a Covered Facility that utilizes an air curtain to meet the minimum exhaust rate as described in Paragraph 31, the Applicable Company shall measure and record the static pressure of the air curtain at a location where the air flow is not cyclonic. The Applicable Company shall average three measurements to establish the baseline static pressure.

41. For each source and emission unit listed in Paragraph 45 of this Consent Decree that utilizes an air curtain to meet the minimum exhaust rate as described in Paragraph 31, the Applicable Company shall, within 90 days after the Effective Date, measure and record the static pressure of the air curtain at a location where the air flow is not cyclonic, while the air curtain is operating as it did during the performance test of that source or emission unit. The Applicable Company shall average three measurements to establish the baseline static pressure. In the NOCSR it submits pursuant to Paragraph 56, the Applicable Company shall include the baseline static pressure established, supporting documentation, and a certification that during such measurement the air curtain was operating as it did during the performance test of that source or emission unit. For any source or emission unit subject to this Paragraph that is not in operation as of the Effective Date, the Applicable Company must meet the requirements of this Paragraph within 90 days after the date of startup of such source or emission unit.

42. Capture and Collection System Compliance Information. At the same time it submits a Performance Test Report pursuant to Paragraph 50 of this Consent Decree, each Applicable Company shall also submit the following information to the Applicable EPA Region and the Applicable Co-Plaintiff:

a. A certification that the modifications made to the capture and collection system are as described in the CCSIP;

b. Photographs of each modification for which photographs were not included in the CCSIP;

c. Calculations generating the minimum exhaust rate for the capture and collection system, using one of the methods described in Paragraph 31 or 32 of this Consent Decree;

d. A diagram indicating the location in which each actual volumetric flow rate measurement was taken; and

e. The results of the actual volumetric flow rate measurement taken pursuant to Paragraph 38 of this Consent Decree that demonstrate that the baseline volumetric flow rate meets or exceeds the calculated minimum exhaust rate.

43. If EPA, within 30 days after receipt of the information set forth in the previous Paragraph and after consultation with the Applicable Co-Plaintiff, notifies an Applicable Company in writing that the Applicable Company has failed to demonstrate a capture and collection system's compliance with Paragraph 31 or 32 of this Consent Decree and describes such failure, the Applicable Company shall submit to the Applicable EPA Region and the Applicable Co-Plaintiff revised information, in accordance with the requirements of the previous Paragraph, demonstrating the capture and collection system's compliance with Paragraph 31 or

32 of this Decree. If EPA, within 30 days after its receipt of the resubmittal and after consultation with the Applicable Co-Plaintiff, notifies the Applicable Company of any remaining deficiency in its attempted demonstration of compliance and describes such deficiency, the Applicable Company shall address such deficiency in accordance with this Paragraph.

C. PERFORMANCE TESTING

44. Within one year after the Effective Date, each Applicable Company shall conduct a performance test in accordance with 40 C.F.R. §§ 63.1511 and 63.1512 of each affected source and emission unit at its respective Covered Facility that is subject to an emission standard set forth in 40 C.F.R. § 63.1505 to demonstrate compliance with each such standard, with the exception of the sources and emission units listed in Paragraph 45.

45. The following sources and emission units have been tested in accordance with the requirements of Section V.C of this Consent Decree, prior to the Effective Date of this Decree:

Chicago Heights rotary furnaces #1, 2 (for D/F, HCl only)
Coldwater reverberatory furnaces #1N, 7N, 8N, 7S
Coldwater rotary furnaces #1S, 2S
Coldwater scrap dryers #N, S
Coldwater shredder
Friendly (Alumitech) rotary furnace #1
Goodyear rotary furnaces #1, 2
Lewisport in-line fluxer
Loudon rotary furnaces #1, 2, 3
Morgantown rotary furnaces #1, 2, 3, 4, 5, 6
Morgantown shredder
Post Falls rotary furnace #3
Saginaw reverberatory furnaces #1, 2, 3
Sapulpa rotary furnace #5

Accordingly, the requirements of Paragraphs 46 through 55 shall not apply to the Applicable Companies with respect to these sources and emission units.

46. Notification of Testing. No less than 60 days prior to the first day of a

performance test to be conducted pursuant to Paragraph 44 of this Consent Decree, the Applicable Company shall submit a notification of intention to conduct a performance test to the Applicable EPA Region and the Applicable Co-Plaintiff. The notification shall identify the name of the facility, the time and date of the test, and the persons conducting the test, and shall include a copy of the proposed site-specific test plan that meets the following requirements:

a. A performance test of a rotary furnace at a major source shall be conducted in accordance with a site-specific test plan that takes the form of the model test protocol attached as Appendix B to this Consent Decree.

b. A performance test of a rotary furnace at an area source shall be conducted in accordance with a site-specific test plan that takes the form of the model test protocol attached as Appendix C to this Consent Decree.

c. A performance test of a batch-fed reverberatory furnace shall be conducted in accordance with a site-specific test plan that takes the form of the model test protocol attached as Appendix D to this Consent Decree.

d. A performance test of a commonly ducted reverberatory furnace and thermal chip dryer shall be conducted in accordance with a site-specific test plan that takes the form of the model test protocol attached as Appendix E to this Consent Decree.

e. A performance test of a commonly ducted reverberatory furnace and delacquering kiln shall be conducted in accordance with a site-specific test plan that takes the form of the model test protocol attached as Appendix F to this Consent Decree.

f. A performance test of an uncontrolled reverberatory furnace at the Lewisport facility shall be conducted in accordance with a site-specific test plan that takes the form of the model test protocol attached as Appendix G to this Consent Decree.

g. A performance test of any other furnace, shredder, delacquering kiln, thermal chip dryer, in-line fluxer, or rotary dross cooler shall be conducted in accordance with a site-specific test plan that meets the requirements of 40 C.F.R. §§ 63.7(c) and 63.1511(a).

h. For any performance test of an uncontrolled furnace or uncontrolled in-line fluxer for which an Applicable Company claims that representative testing is appropriate, that Applicable Company shall include information in its site-specific test plan demonstrating that the furnace or in-line fluxer meets the requirements of 40 C.F.R. § 63.1511(f), as in the model test protocol attached as Appendix G to this Consent Decree.

Notwithstanding the foregoing, if the Applicable EPA Region, after consultation with the Applicable Co-Plaintiff, agrees in writing upon the written request of the Applicable Company, the notification period set forth in this Paragraph may be reduced to less than 60 days.

47. Charge Material Reports. Prior to a performance test conducted pursuant to Paragraph 44 of this Consent Decree, the Applicable Company shall submit to the Applicable EPA Region and the Applicable Co-Plaintiff a Charge Material Report that takes the form of the model Charge Material Report attached as Appendix H to this Decree. The Charge Material Report shall identify the charge material to be processed during the performance test, provide targeted production rates for that charge material, and provide a short narrative explaining why the charge material is representative of those materials processed in the affected source or emission unit which are likely to generate the highest emissions.

48. Testing. During a performance test conducted pursuant to Paragraph 44 of this Consent Decree, the Applicable Company shall (a) operate the affected source or emission unit as set forth in its site-specific test plan; (b) use charge material that is representative of those materials processed in the source or emission unit which are likely to generate the highest

emissions; (c) record the lime injection rate in pounds per hour after each test run and take the average of the three test runs to establish a lime injection rate parameter for that source or emission unit; and (d) ensure that the source or emission unit's capture and collection system effectively captures emissions and transfers them into the hood and meets the other requirements of 40 C.F.R. § 63.1506(c).

49. During any performance test conducted pursuant to Paragraph 44 of this Consent Decree at a Covered Facility listed in Paragraph 25 of this Decree, the Applicable Company shall measure HCl emissions to confirm that its respective Covered Facility is properly classified as an area source as defined in Section 112(a)(2) of the Act, 42 U.S.C. § 7412(a)(2), and the federal, state, and local regulations promulgated pursuant to the Act.

50. Performance Test Reports. Within 60 days after the completion of a performance test conducted pursuant to Paragraph 44, the Applicable Company shall submit to the Applicable EPA Region and the Applicable Co-Plaintiff a Performance Test Report that includes, *inter alia*, the baseline flow rate and fan RPM established pursuant to Paragraph 38, the baseline static pressure for each air curtain established pursuant to Paragraph 40 (if applicable), and supporting documentation.

51. Potential-to-Emit Analyses. Within 60 days after the completion of performance testing conducted pursuant to Paragraph 44 of this Consent Decree at a Covered Facility listed in Paragraph 25 of this Decree, the Applicable Company shall submit to the Applicable EPA Region and the Applicable Co-Plaintiff a complete HCl potential-to-emit analysis for its respective Covered Facility that takes the form of the Model Potential-to-Emit Analysis attached as Appendix L to this Decree. As part of this potential-to-emit analysis for any such Covered Facility that includes an Idle Unit, the Applicable Company shall either (a) include potential

emissions from the Idle Unit, and, if the Idle Unit is a delacquering kiln or scrap dryer equipped with an afterburner, submit documentation demonstrating that the afterburner meets the design and operational requirements of 40 C.F.R. § 63.1505(e), if the Applicable Company intends for the delacquering kiln or scrap dryer to comply with the emission standards set forth in 40 C.F.R. § 63.1505(e) if brought online; or (b) submit documentation demonstrating that the Applicable Company has submitted a written request to the applicable permitting authority to remove the Idle Unit from all applicable air permits.

52. If an Applicable Company's potential-to-emit analysis demonstrates that its Covered Facility listed in Paragraph 25 of this Consent Decree has been improperly classified as an area source as that term is defined in Section 112(a)(2) of the Act, 42 U.S.C. § 7412(a)(2), that Applicable Company shall take the following measures:

a. Within 90 days after that Applicable Company's submission of the potential-to-emit analysis, the Applicable Company shall conduct a performance test in accordance with 40 C.F.R. §§ 63.1511 and 63.1512 of each affected source and emission unit at the relevant Covered Facility to demonstrate compliance with the applicable emission standard for each pollutant for which testing was not previously conducted pursuant to this Consent Decree. This performance testing shall be conducted in accordance with the notification, testing, and reporting requirements of Section V.C of this Decree.

b. Within 270 days after that Applicable Company's submission of the potential-to-emit analysis pursuant to Paragraph 51, its Covered Facility shall comply with all requirements for major sources pursuant to 40 C.F.R. Part 63, Subparts A and RRR.

c. Within 180 days after that Applicable Company submission of the potential-to-emit analysis pursuant to Paragraph 51, that Applicable Company shall submit to the

applicable permitting authority an application for a Title V, Part 70 operating permit for its relevant Covered Facility, with a copy of the cover letter accompanying the application submitted simultaneously to the Applicable EPA Region.

d. If corrective action is required to meet the applicable emission limits for major sources subject to Subpart RRR, the Applicable Company shall submit a Corrective Action Plan to EPA Region 4, the Applicable EPA Region and the Applicable Co-Plaintiff within 90 days after that Applicable Company's submission of the potential-to-emit analysis pursuant to Paragraph 51. The Corrective Action Plan shall include provisions for the design, installation, and testing of any required pollution control equipment, a description of any modification of operating practices and a proposed schedule to meet the requirements of (a) through (c) above. Within 180 days after the submission of the Corrective Action Plan, that Applicable Company shall complete the performance testing, permitting and compliance requirements in (a) through (c) above, unless the Applicable EPA Region, after consultation with the Applicable Co-Plaintiff, agrees in writing to an extension of time.

53. If EPA, within 30 days after receipt of the Performance Test Report and after consultation with the Applicable Co-Plaintiff, notifies the Applicable Company in writing of any deficiency in the Applicable Company's Performance Test Report and describes the deficiency, that Applicable Company shall correct each such deficiency and submit a revised Performance Test Report to the Applicable EPA Region and the Applicable Co-Plaintiff within 30 days after the date of notification by EPA.

54. If EPA, within 30 days after receipt of the Performance Test Report and after consultation with the Applicable Co-Plaintiff, notifies the Applicable Company in writing of any deficiency in the Applicable Company's performance test and describes the deficiency, that

Applicable Company shall correct each such deficiency, submit a revised site-specific test plan to the Applicable EPA Region and the Applicable Co-Plaintiff, and retest the source or emission unit within 90 days after the date of notification by EPA.

55. Failure to Demonstrate Compliance. If an affected source or emission unit tested pursuant to Paragraph 44 exceeds any applicable emission standard set forth in 40 C.F.R. § 63.1505 during the performance test, the Applicable Company shall take the following measures:

a. Within 30 days after the Applicable Company submits its Performance Test Report pursuant to Paragraph 50 of this Consent Decree, that Applicable Company shall submit a Corrective Action Plan to the Applicable EPA Region and the Applicable Co-Plaintiff. The Corrective Action Plan shall include a description of all actions taken or to be taken to achieve and maintain compliance at the source or emission unit and, with respect to actions not already completed, the schedule for their implementation.

b. Within 90 days after the submission of the Corrective Action Plan, that Applicable Company shall complete all corrective action specified therein, submit a revised site-specific test plan to the Applicable EPA Region and the Applicable Co-Plaintiff no less than 30 days prior to the first day of retesting, and retest the source or emission unit, unless EPA, after consultation with the Applicable Co-Plaintiff, agrees in writing to an extension of time.

c. Within 60 days after the completion of retesting, the Applicable Company shall submit a Performance Test Report to the Applicable EPA Region and the Applicable Co-Plaintiff as provided in Paragraph 50.

d. If EPA, after consultation with the Applicable Co-Plaintiff, notifies an Applicable Company in writing of any deficiency in that Applicable Company's retesting or its

corresponding Performance Test Report within 30 days after EPA's receipt of the Performance Test Report for that retesting and describes the deficiency, that Applicable Company shall correct each deficiency and submit a revised Performance Test Report to the Applicable EPA Region and the Applicable Co-Plaintiff as provided in Paragraph 50.

e. If the Corrective Action Plan submitted by the Applicable Company pursuant to this Paragraph provides for retesting of an affected source or emission unit with a different blend or type of charge material than that used during the failed performance test, that Applicable Company shall not thereafter process, in that source or emission unit, the blend or type of charge material from a specific supplier processed in the proportion processed during the failed performance test, unless and until the Applicable Company conducts a new performance test of the source or emission unit using that blend or type of charge material in such proportion in which it demonstrates compliance with the applicable emission standards set forth in 40 C.F.R. § 63.1505. Within 30 days after the submission of the Corrective Action Plan pursuant to this Paragraph, the Applicable Company shall amend its Operation, Maintenance, and Monitoring Plan ("OM&M Plan") to prohibit the processing of that blend or type of charge material in such proportion in that source or emission unit, except as provided in this subparagraph, above. The Applicable Company shall thereafter certify in its semiannual report for its Covered Facility, submitted pursuant to 40 C.F.R. § 63.1516(b), that the prohibited charge material was not processed in that source or emission unit, except as provided in this subparagraph, above.

56. Notification of Compliance Status Reports. Each Applicable Company shall submit to the Applicable EPA Region and the Applicable Co-Plaintiff a revised Notification of Compliance Status Report ("NOCSR") for its respective Covered Facility or Facilities that meets

the requirements of 40 C.F.R. § 63.1515(b), within 90 days after the latest of the following five dates:

a. The Effective Date;

b. The date of completion of all capture and collection system improvements made pursuant to Paragraph 37 of this Consent Decree;

c. The date of completion of capture and collection system fan RPM measurement pursuant to Paragraph 39 for all affected sources and emission units at that Covered Facility;

d. The date of completion of air curtain static pressure measurement pursuant to Paragraph 41 for all affected sources and emission units at that Covered Facility; or

e. The date of completion of performance testing pursuant to Paragraph 44 of this Consent Decree for which EPA has not notified the Applicable Company, pursuant to Paragraph 53 or 54, of any deficiency, and in which that Applicable Company has demonstrated compliance with the applicable emission standards set forth in 40 C.F.R. § 63.1505, for all affected sources and emission units at that Covered Facility.

Each NOCSR submitted pursuant to this Paragraph shall include an OM&M Plan and Startup, Shutdown and Malfunction Plan ("SSMP") that meet the requirements of Paragraph 57 of this Decree.

D. OPERATING, MONITORING, AND RECORDKEEPING

57. OM&M Plans and SSMPs. Starting no later than 90 days after the completion of a performance test pursuant to Paragraph 44 of this Consent Decree for which EPA has not notified the Applicable Company, pursuant to Paragraph 53 or 54, of any deficiency in its performance test or Performance Test Report, and in which that Applicable Company has

demonstrated compliance with the applicable emission standards set forth in 40 C.F.R. § 63.1505, that Applicable Company shall maintain an OM&M Plan and SSMP for its Covered Facility that meet the requirements of 40 C.F.R. §§ 63.1510(b), 63.6(e)(3), and 63.1516(a), and that are updated to reflect the results of the relevant performance test. Starting at the Effective Date, the Applicable Companies for the Goodyear, Coldwater, Friendly (Alumitech), and Saginaw facilities shall maintain an OM&M Plan and SSMP for their respective Covered Facilities that meet the requirements of 40 C.F.R. §§ 63.1510(b), 63.6(e)(3), and 63.1516(a), and that are updated to reflect the results of the relevant performance tests conducted prior to the Effective Date. Each OM&M Plan and SSMP shall take the form of the model OM&M Plan and SSMP attached as Appendix I to this Consent Decree, unless the Applicable EPA Region, after consultation with the Applicable Co-Plaintiff, agrees in writing to modifications upon the written request of the Applicable Company.

58. Capture and Collection Systems. Each Applicable Company shall, once per month, measure and record the fan RPM using the procedure set forth in Paragraph 38.d for each capture and collection system at its Covered Facility or Facilities and verify that the fan RPM meets or exceeds the level established during the actual flow rate measurement performed pursuant to Paragraph 38 or 39 of this Consent Decree at that capture and collection system. An Applicable Company may submit a written proposal to the Applicable EPA Region and Applicable Co-Plaintiff for an alternative to the measurement of fan RPM required by this Paragraph, and may use such alternative with the written approval of the Applicable EPA Region, after the Applicable EPA Region's consultation with the Applicable Co-Plaintiff.

59. For any affected source or emission unit at which a door or other opening must be equipped with an air curtain to meet the minimum exhaust rate as described in Paragraph 31, the

air curtain shall operate at all times during Unit Operation when the door or other opening is open.

60. Each Applicable Company shall inspect each curtain that is part of a capture and collection system at its respective Covered Facility or Facilities once per month, and repair or replace each curtain at which deterioration or wear has caused the area of openings in the capture and collection system to be greater than the area measured for the calculations performed pursuant to Paragraph 31 or 32 of this Consent Decree. Each Applicable Company shall record the results of each inspection and shall maintain records of each inspection, repair, and replacement.

61. Once per quarter, each Applicable Company shall, for each air curtain that is part of a capture and collection system at its respective Covered Facility or Facilities and that is utilized to meet the minimum exhaust rate as described in Paragraph 31 of this Consent Decree, (a) visually inspect the air curtain to ensure that it is operating as designed; and (b) measure the static pressure of the air curtain (taking the average of three measurements) to demonstrate that the static pressure meets or exceeds the baseline static pressure established pursuant to Paragraph 40 or 41 of this Consent Decree. Each Applicable Company shall record the results of, and maintain records of, each inspection.

62. Starting on the Effective Date of this Consent Decree, each Applicable Company shall inspect each capture and collection system at its respective Covered Facility or Facilities at least once per year to ensure that it is operating in accordance with the operating requirements in 40 C.F.R. § 63.1506(c). As part of the annual inspection, for purposes of this Decree, each Applicable Company shall do the following:

a. Perform, and record the results of, an inspection of the integrity of the

entire capture and collection system that includes a visual inspection. In inspecting the integrity of the capture and collection system, each Applicable Company shall make a good faith effort to place an emphasis on those parts of the system that are more likely to deteriorate (e.g., elbows and saddles).

b. Measure the area of any openings in the capture and collection system to verify that the area of the openings is no greater than the area measured for the calculations performed pursuant to Paragraph 31 or 32 of this Consent Decree. If such measurements indicate that the area of the openings is greater than the area measured for the calculations performed pursuant to Paragraph 31 or 32, the Applicable Company shall recalculate the minimum exhaust rate to confirm its compliance with Paragraph 31 or 32.

c. Verify, for any capture and collection system using the method described in Paragraph 31.a, that the associated source or emission unit continues to be enclosed to the maximum extent technically and practically feasible, allowing for operational and safety considerations.

d. Verify that the fan RPM meets or exceeds the level established pursuant to Paragraph 38 or 39 of this Consent Decree and recorded in the OM&M Plan. If the fan RPM is found to be below the fan RPM established pursuant to Paragraph 38 or 39, the Applicable Company shall, as expeditiously as practicable in accordance with good air pollution control practices for minimizing emissions, determine the likely cause of the lower fan RPM, take corrective action as necessary, and measure the fan RPM again. Such Applicable Company shall repeat the procedures set forth in the previous sentence until the fan RPM meets or exceeds the level established pursuant to Paragraph 38 or 39. Each Applicable Company shall maintain records of all fan RPM measurements and corrective actions taken.

63. Within 30 months after the flow rate measurement conducted pursuant to Paragraph 38 of this Consent Decree, and every 30 months thereafter, each Applicable Company shall measure the actual volumetric flow rate into each capture and collection system at its respective Covered Facility or Facilities, in accordance with the methodologies prescribed in EPA Reference Methods 1 and 2 (and EPA Reference Methods 3 and 4 if needed) contained in 40 C.F.R. Part 60, Appendix A, and the requirements of Paragraph 38, to demonstrate that the baseline volumetric flow rate meets or exceeds the calculated minimum exhaust rate for the capture and collection system. Where physical constraints of the existing ductwork or worker safety concerns do not allow an Applicable Company to measure the actual volumetric flow rate in accordance with the methodologies prescribed in EPA Reference Methods 1 and 2, or the requirements of Paragraph 38.b of this Consent Decree, the Applicable Company may submit a written proposal to the Applicable EPA Region and Applicable Co-Plaintiff to measure the actual volumetric flow rate in an alternate location, and may measure the actual volumetric flow rate in the proposed location with the approval of the Applicable EPA Region, after the Applicable EPA Region's consultation with the Applicable Co-Plaintiff.

64. Lime Injection Rate. Each Applicable Company shall measure the lime injection rate in pounds per hour at each control device at its respective Covered Facility or Facilities every two months (or, if the control device is equipped with a Triboelectric flow meter, every four months) using the method used during the performance test conducted pursuant to Paragraph 44 of this Consent Decree. This lime injection rate measurement requirement shall not apply with respect to any control device for which the Applicable Company uses load cells to continuously measure the weight of lime injected. If the lime injection rate is found to be below the average rate established during the performance test conducted pursuant to Paragraph 44, the

Applicable Company shall, as expeditiously as practicable in accordance with good air pollution control practices for minimizing emissions, determine the likely cause of the parameter deviation, take corrective action as necessary, and measure the lime injection rate again. Such Applicable Company shall repeat the procedures set forth in the previous sentence until the lime injection rate is measured at or above the average rate established during the performance test. Each Applicable Company shall maintain records of all lime injection rates measured and corrective actions taken.

E. IDLE UNITS

65. The requirements of Paragraphs 34, 37, 39, 41, 44, 58, 60, 61, 62, 63, and 64 of this Consent Decree shall not apply with respect to any Idle Unit at a Covered Facility during the period that the source or emission unit is an "Idle Unit" as defined in Paragraph 26.v of this Decree.

66. Within 180 days after the date of startup of any Idle Unit brought online after the Effective Date of this Consent Decree, or within 12 months after the Effective Date, whichever is later, the Applicable Company shall take the following measures, unless such measures have already been taken pursuant to this Consent Decree:

a. Demonstrate the Idle Unit's compliance with the requirements of Section V.B, Paragraphs 31 through 33 and 38 through 42 of this Consent Decree; and

b. Conduct a performance test of the Idle Unit in accordance with 40 C.F.R. §§ 63.1511 and 63.1512 to demonstrate compliance with each applicable emission standard. This performance testing shall be conducted in accordance with the notification, testing, and reporting requirements of Section V.C of this Consent Decree.

F. REPORTING

67. Semiannual Reports. Each Applicable Company shall submit semiannual reports pursuant to 40 C.F.R. § 63.1516(b) in the form of the model semiannual report attached as Appendix J to this Consent Decree.

68. Quarterly Reports. Within two months after the end of each calendar-year quarter (i.e., by May 31, August 31, November 30, and February 28) after the Effective Date, until termination of this Decree pursuant to Section XVII, each Applicable Company shall submit to the United States, the Applicable EPA Region, and the Applicable Co-Plaintiff a quarterly report for the preceding quarter that shall include the following information for its Covered Facility or Facilities:

a. The status of all modifications, performance tests, permit applications, and other measures taken in accordance with the requirements of this Consent Decree;

b. A description of any noncompliance with the requirements of this Consent Decree, and an explanation of the noncompliance's likely cause and of a the remedial steps taken, or to be taken, to prevent or minimize such noncompliance;

c. Except for startup, shutdown, and malfunction events and failures whose combined duration is less than one percent of the total operating time during the reporting period, a description of any failure to operate in accordance with an established monitoring parameter under 40 C.F.R. § 63.1510 for an affected source or emission unit at a Covered Facility that occurs after the performance test conducted pursuant to Paragraph 44 of this Consent Decree at that source or emission unit, and an explanation of the likely cause and of the remedial steps taken, or to be taken, to prevent or minimize such failure; and

d. A certification that, with the exception of any noncompliance or failure

described pursuant to this Paragraph, each Applicable Company has complied with this Consent Decree and 40 C.F.R. Part 63, Subparts A and RRR at its respective Covered Facility or Facilities.

69. If the cause of a noncompliance or failure cannot be fully explained at the time the Quarterly Report is due, an Applicable Company shall so state in its report. The Applicable Company shall investigate the cause of such noncompliance, and shall then submit to the United States an amendment to the Quarterly Report, including a full explanation of the cause of the noncompliance, within 30 days after the day the Applicable Company becomes aware of the cause of the noncompliance. Nothing in this Paragraph or the following Paragraph relieves any Applicable Company of its obligation to provide the notice required by Section VIII of this Consent Decree (Force Majeure), if required.

70. Whenever any violation of this Consent Decree or any other event affecting an Applicable Company's performance under this Decree, or the performance of its Covered Facility, may pose an immediate threat to the public health or welfare or the environment, that Applicable Company shall notify the Applicable EPA Region and the Applicable Co-Plaintiff orally or by electronic or facsimile transmission as soon as possible, but no later than 24 hours after the Applicable Company first knew of the violation or event.

71. Each Quarterly Report submitted by an Applicable Company pursuant to Paragraph 68 shall be signed by an official of that Applicable Company and include the following certification:

> I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the

> information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

This certification requirement does not apply to emergency or similar notifications where compliance would be impractical.

72. Except as otherwise provided in Paragraph 46 of this Consent Decree, the reporting requirements of this Consent Decree do not relieve any Applicable Company of any reporting obligations required by the Clean Air Act or implementing regulations, or by any other federal, state, or local law, regulation, permit, or other requirement.

73. Any information provided pursuant to this Consent Decree may be used by the Plaintiffs in any proceeding to enforce the provisions of this Consent Decree and as otherwise permitted by law.

G. PERMITS

74. Where any compliance obligation under this Section requires an Applicable Company to obtain a federal, state, or local permit or approval for its Covered Facility, that Applicable Company shall submit timely and complete applications and take all other actions necessary to obtain all such permits or approvals. The Applicable Company may seek relief under the provisions of Section VIII of this Consent Decree (Force Majeure) for any delay in the performance of any such obligation resulting from a failure to obtain, or a delay in obtaining, any permit or approval required to fulfill such obligation, if that Applicable Company has submitted timely and complete applications and has taken all other actions necessary to obtain all such permits or approvals.

H. PERMANENT SHUTDOWN

75. Each Applicable Company shall provide written notice of the permanent shutdown of its Covered Facility, or the permanent shutdown of any source or emission unit subject to Subpart RRR at its Covered Facility, to the United States, the Applicable EPA Region, and the Applicable Co-Plaintiff. For purposes of this Paragraph, "permanent shutdown" shall mean that the Applicable Company has surrendered the air permits for the Covered Facility or for the relevant source or emission unit. Upon submission of a notice of the permanent shutdown of a Covered Facility, the requirements of Section V, with the exception of this Paragraph, shall not apply to the Applicable Company with respect to that Covered Facility. Upon submission a notice of the permanent shutdown of a specific source or emission unit subject to Subpart RRR at a Covered Facility, the requirements of Section V, with the exception of this Paragraph, shall not apply to the Applicable Company with respect to that specific source or emission unit at that Covered Facility.

VI. CIVIL PENALTY

76. In settlement and satisfaction of the claims set forth in Paragraph 119, the civil penalties assessed against Aleris International, Inc., on behalf of the Companies, shall be fixed in the amount of $4,600,000.

77. The amount of civil penalties set forth in Paragraph 76 shall be allowed as prepetition general unsecured claims in the Bankruptcy Case in favor of the respective Plaintiffs in the following amounts:

a. $2,300,000 for the United States.

b. $133,296 for the State of Idaho.

c. $133,296 for the State of Illinois.

d. $133,296 for the State of Indiana.

e. $521,420 for the Commonwealth of Kentucky.

f. $133,296 for the Maricopa County Air Quality Department.

g. $233,920 for the State of Michigan.

h. $334,545 for the State of Ohio.

i. $162,045 for the Oklahoma Department of Environmental Quality.

j. $205,170 for the State of Tennessee.

k. $162,045 for the Commonwealth of Virginia.

l. $147,671 for the State of West Virginia.

Such claims shall be treated in the same manner as other general unsecured claims and shall not be subject to discrimination or subordination.

78. All payments made pursuant to this Section shall be made in accordance with a plan or plans of reorganization approved by the United States Bankruptcy Court for the District of Delaware. The Companies shall not propose any plan of reorganization or take any other action in the Bankruptcy Case that is inconsistent with the terms or provisions of this Consent Decree. Plaintiffs shall not oppose any term or provision of a plan of reorganization filed by the Companies that is addressed by this Consent Decree. The Parties reserve all other rights and defenses they may have with respect to any plan of reorganization filed by the Companies.

79. All cash payments to the United States pursuant to this Section shall be made by FedWire Electronic Funds Transfer ("EFT") to the United States Department of Justice in accordance with written instructions to be provided to Aleris International, Inc., following lodging of the Consent Decree, by the Financial Litigation Unit of the U.S. Attorney's Office for the Northern District of Ohio. At the time of payment, Aleris International, Inc. shall send a

copy of the EFT authorization form and the EFT transaction record, together with a transmittal letter, which shall state that the payment is for the civil penalty owed pursuant to the Consent Decree in United States et al. v. Aleris International, Inc. et al., and shall reference the civil action number and DOJ Case Number 90-5-2-1-08603, to the United States in accordance with Section XIII of this Decree (Notices); by email to acctsreceivable.CINWD@epa.gov; and by mail to:

EPA Cincinnati Finance Office
26 Martin Luther King Drive
Cincinnati, OH 45268.

80. All non-cash distributions to the United States pursuant to this Section shall be made to the United States Department of Justice in accordance with written instructions to be provided to Aleris International, Inc., following lodging of the Consent Decree, by the Financial Litigation Unit of the U.S. Attorney's Office for the Northern District of Ohio.

81. All cash payments to the Co-Plaintiffs pursuant to this Section shall be made by certified or cashier's check according to the instructions set forth in Section XIII (Notices) and Appendix M to this Consent Decree.

82. All non-cash distributions to the Co-Plaintiffs pursuant to this Section shall be made in accordance with instructions provided by each Co-Plaintiff following lodging of the Consent Decree.

83. The Companies shall not deduct any penalties paid under this Decree pursuant to this Section or Section VII (Stipulated Penalties) in calculating their federal or state income tax.

VII. STIPULATED PENALTIES

84. Subject to the provisions of Paragraph 3 of this Consent Decree, each Applicable Company shall severally be liable for stipulated penalties for violations of this Decree at its

respective Covered Facility or Facilities as specified below, unless excused under Section VIII (Force Majeure). A violation includes failing to perform any obligation required by the terms of this Decree, including any work plan or schedule approved under this Decree, according to all applicable requirements of this Decree and within the specified time schedules established by or approved under this Decree.

85. Specific Obligations of Aleris International, Inc. If Aleris International, Inc. fails (a) to timely comply with the requirements of Paragraph 27 of this Consent Decree with respect to the Morgantown facility; (b) to timely submit to the Applicable EPA Regions and the Applicable Co-Plaintiffs complete documentation and certification required by Paragraph 30 of this Decree; or (c) to timely submit a CCSIP to the United States, and each portion of the CCSIP that concerns a particular Covered Facility to the Applicable EPA Region and Applicable Co-Plaintiff for that Covered Facility, pursuant to Paragraph 34 of this Decree, the following stipulated penalties shall accrue per violation per day against Aleris International, Inc.:

Penalty Per Day	Period of Noncompliance
$1,000	1st through 15th day
$2,000	16th through 30th day
$4,000	31st day and beyond

86. Permitting. For each failure by an Applicable Company to timely submit to the applicable permitting authority a permit application for its Covered Facility as required by Paragraph 29 or 52, the following stipulated penalties shall accrue per violation per day against that Applicable Company for that Covered Facility:

Penalty Per Violation Per Day	Period of Noncompliance
$1,000	1st through 15th day

$2,000	16th through 30th day
$4,000	31st day and beyond

87. Capture and Collection System Compliance Information. For each third successive submission by an Applicable Company, or any subsequent submission by that Applicable Company, for a capture and collection system at its Covered Facility pursuant to Paragraph 43 of this Consent Decree that fails to demonstrate the system's compliance with 40 C.F.R. § 63.1506(c), such Applicable Company shall pay a stipulated penalty of $5,000.

88. Area Source Classification. Where a potential-to-emit analysis pursuant to Paragraph 51 of this Consent Decree demonstrates that an Applicable Company's Covered Facility has been improperly classified as an area source, a stipulated penalty of $15,000 shall accrue against that Applicable Company for each such Covered Facility.

89. Emission Standards. If an emission unit exceeds an applicable emission standard for a pollutant as set forth in 40 C.F.R. § 63.1505 during a performance test conducted pursuant to Paragraph 44 of this Consent Decree, the following stipulated penalties shall accrue per pollutant, except that no stipulated penalty shall accrue pursuant to this Paragraph if the blend or type of charge material from a specific supplier used during the performance test has not been processed in such proportion in that emission unit at any time prior to the performance test:

Penalty Per Pollutant	Percent Above Standard
$3,000	0.01 - 10%
$6,000	10.01 - 50%
$12,000	50.01 - 100%
$18,000	> 100%

90. Charge Material. If an Applicable Company at a Covered Facility processes any

charge material that has been expressly prohibited from processing in that affected source or emission unit pursuant to Paragraph 55.e of this Consent Decree, a stipulated penalty of $10,000 per day shall accrue against that Applicable Company for that Covered Facility.

91. Operating and Monitoring Parameters. For each failure by an Applicable Company to operate in accordance with an operating or monitoring parameter required under 40 C.F.R. § 63.1510 for an affected source or emission unit at its Covered Facility that occurs after the date a revised NOCSR must be submitted pursuant to Paragraph 56 of this Consent Decree at that source or emission unit, the following stipulated penalties shall accrue per violation per day against that Applicable Company for that Covered Facility:

Penalty Per Violation Per Day	Period of Noncompliance
$500	1st through 15th day
$1,000	16th through 30th day
$2,000	31st day and beyond

92. For each failure by an Applicable Company to comply with any requirement of this Consent Decree not specifically referenced in Paragraphs 85 through 91 within the specified time schedules established by this Decree, the following stipulated penalties shall accrue per violation per day against that Applicable Company for that Covered Facility:

Penalty Per Violation Per Day	Period of Noncompliance
$500	1st through 15th day
$1,000	16th through 30th day
$2,000	31st day and beyond

93. Stipulated penalties under this Section shall begin to accrue on the day after performance is due or on the day a violation occurs, whichever is applicable, and shall continue

to accrue until performance is satisfactorily completed or until the violation ceases. Stipulated penalties shall accrue separately for separate violations of this Consent Decree.

94. An Applicable Company shall pay stipulated penalties to the United States and the Applicable Co-Plaintiff within 30 days of receiving a written demand by either Plaintiff. The Applicable Company shall pay 50 percent of the total stipulated penalty amount due to the United States and 50 percent to the Applicable Co-Plaintiff. The Plaintiff making a demand for payment of a stipulated penalty shall simultaneously send a copy of the demand to the United States or the Applicable Co-Plaintiff, as appropriate.

95. Any Plaintiff may, in the unreviewable exercise of its discretion, reduce or waive stipulated penalties otherwise due it under this Consent Decree.

96. Stipulated penalties shall continue to accrue as provided in Paragraph 93, above, during any Dispute Resolution, but need not be paid until the following:

a. If the dispute is resolved by agreement or by a decision of EPA that is not appealed to the Court, the Applicable Company shall pay accrued penalties determined to be owing, together with interest, within 30 days after the effective date of the agreement or the receipt of EPA's decision or order.

b. If the dispute is appealed to the Court and the United States prevails in whole or in part, the Applicable Company shall pay all accrued penalties determined by the Court to be owing, together with interest, within 60 days after receiving the Court's decision or order, except as provided in subparagraph (c), below.

c. If any Party appeals the Court's decision, the Applicable Company shall pay all accrued penalties determined to be owing, together with interest, within 15 days after receiving the final appellate court decision.

97. Obligations Prior to the Effective Date. Upon the Effective Date of this Consent Decree, the stipulated penalty provisions of this Decree shall be retroactively enforceable with regard to any and all violations of Paragraph 27 and Section V.C that have occurred between the date of lodging of the Decree and the Effective Date, provided that stipulated penalties that may have accrued prior to the Effective Date may not be collected unless and until this Consent Decree is entered by the Court.

98. Each Applicable Company shall pay stipulated penalties it owes to the United States in the manner set forth and with the confirmation notices required by Paragraph 79, except that the transmittal letter shall state that the payment is for stipulated penalties and shall state for which violation(s) the penalties are being paid. Each Applicable Company shall pay stipulated penalties it owes to a Co-Plaintiff by certified or cashier's check according to the instructions set forth in XIII (Notices) and Appendix M to this Consent Decree.

99. If an Applicable Company fails to pay stipulated penalties according to the terms of this Consent Decree, that Applicable Company shall be liable for interest on such penalties, as provided for in 28 U.S.C. § 1961, accruing as of the date payment became due. Nothing in this Paragraph shall be construed to limit the Plaintiffs from seeking any remedy otherwise provided by law for the Applicable Company's failure to pay any stipulated penalties.

100. Subject to the provisions of Section XI of this Consent Decree (Effect of Settlement/Reservation of Rights), the stipulated penalties provided for in this Consent Decree shall be in addition to any other rights, remedies, or sanctions available to the Plaintiffs for any Applicable Company's violation of this Consent Decree or applicable law. Where a violation of this Consent Decree is also a violation of the Act or of federal, state, or local regulations implementing the Act, that Applicable Company shall be allowed a credit, for any stipulated

penalties paid, against any statutory penalties imposed for such violation.

VIII. FORCE MAJEURE

101. "Force majeure," for purposes of this Consent Decree, is defined as any event arising from causes beyond the control of the Applicable Company, of any entity controlled by the Applicable Company, or of the Applicable Company's contractors, that delays or prevents the performance of any obligation under this Consent Decree despite the Applicable Company's best efforts to fulfill the obligation. The requirement that an Applicable Company exercise "best efforts to fulfill the obligation" includes using best efforts to anticipate any potential force majeure event and best efforts to address the effects of any such event (a) as it is occurring and (b) after it has occurred to prevent or minimize any resulting delay to the greatest extent possible. "Force Majeure" does not include an Applicable Company's financial inability to perform any obligation under this Consent Decree.

102. If any event occurs or has occurred that may delay the performance of any obligation under this Consent Decree, whether or not caused by a force majeure event, the Applicable Company shall provide notice orally or by electronic or facsimile transmission to the United States, the Applicable EPA Region, and the Applicable Co-Plaintiff, within 72 hours of when that Applicable Company first knew that the event might cause a delay. Within seven days thereafter, that Applicable Company shall provide in writing to the United States, the Applicable EPA Region, and the Applicable Co-Plaintiff an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; the Applicable Company's rationale for attributing such a delay to a force majeure event if it intends to assert such a claim; and a statement as to

whether, in the opinion of the Applicable Company, such event may cause or contribute to an endangerment to public health, welfare, or the environment. The Applicable Company shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure. Failure to comply with the above requirements shall preclude the Applicable Company from asserting any claim of force majeure for that event for the period of time of such failure to comply, and for any additional delay caused by such failure. The Applicable Company shall be deemed to know of any circumstance of which the Applicable Company, any entity controlled by the Applicable Company, or the Applicable Company's contractors knew.

103. If the United States, after consultation with the Applicable Co-Plaintiff, agrees that the delay or anticipated delay is attributable to a force majeure event, the time for performance of the obligations under this Consent Decree that are affected by the force majeure event will be extended by the United States, after consultation with the Applicable Co-Plaintiff, for such time as is necessary to complete those obligations. An extension of time for performance of the obligations affected by the force majeure event shall not, of itself, extend the time for performance of any other obligation. The United States will notify the Applicable Company in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure event.

104. If the United States, after consultation with the Applicable Co-Plaintiff, does not agree that the delay or anticipated delay has been or will be caused by a force majeure event, the United States will notify the Applicable Company in writing of its decision.

105. If the Applicable Company elects to invoke the dispute resolution procedures set forth in Section IX (Dispute Resolution), it must do so no later than 15 days after receipt of the

United States' notice. In any such proceeding, the Applicable Company shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure event, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that the Applicable Company complied with the requirements of Paragraphs 101 and 102, above. If the Applicable Company carries this burden, the delay at issue shall be deemed not to be a violation by the Applicable Company of the affected obligation of this Consent Decree identified to the United States and the Court.

IX. DISPUTE RESOLUTION

106. Unless otherwise expressly provided for in this Consent Decree, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under or with respect to this Consent Decree and its terms and conditions. Any Applicable Company's failure to seek resolution of a dispute under this Section shall preclude that Applicable Company from raising any such issue as a defense to an action by a Plaintiff to enforce any obligation of that Applicable Company arising under this Decree.

107. Informal Dispute Resolution. Any dispute subject to Dispute Resolution under this Consent Decree shall first be the subject of informal negotiations. The dispute shall be considered to have arisen when an Applicable Company sends the United States and the Applicable Co-Plaintiff a written Notice of Dispute. Such Notice of Dispute shall state clearly the matter in dispute. The period of informal negotiations shall not exceed 20 days from the date the dispute arises, unless that period is modified by written agreement. If the appropriate Parties cannot resolve a dispute by informal negotiations, then the position advanced by the United States, after consultation with the Applicable Co-Plaintiff, shall be considered binding unless,

within 20 days after the conclusion of the informal negotiation period, the Applicable Company invokes formal dispute resolution procedures as set forth below.

108. Formal Dispute Resolution. Each Applicable Company shall invoke formal dispute resolution procedures, within the time period provided in the preceding Paragraph, by serving on the United States and the Applicable Co-Plaintiff a written Statement of Position regarding the matter in dispute. The Statement of Position shall include, but may not necessarily be limited to, any factual data, analysis, or opinion supporting that Applicable Company's position and any supporting documentation relied upon by the Applicable Company.

109. The United States, after consultation with the Applicable Co-Plaintiff, shall serve its Statement of Position within 45 days after receipt of that Applicable Company's Statement of Position. The United States' Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting that position and any supporting documentation relied upon by the United States. The United States' Statement of Position shall be binding on that Applicable Company, unless that Applicable Company files a motion for judicial review of the dispute in accordance with the following Paragraph.

110. That Applicable Company may seek judicial review of the dispute by filing with the Court and serving on the United States and the Applicable Co-Plaintiff a motion requesting judicial resolution of the dispute. The motion must be filed within 10 days after receipt of the United States' Statement of Position pursuant to the preceding Paragraph. The motion shall contain a written statement of that Applicable Company's position on the matter in dispute, including any supporting factual data, analysis, opinion, or documentation, and shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly implementation of the Consent Decree.

111. The United States, after consultation with the Applicable Co-Plaintiff, shall respond to the Applicable Company's motion within the time period allowed by the Local Rules of this Court. That Applicable Company may file a reply memorandum, to the extent permitted by the Local Rules.

112. Standard of Review

a. Disputes Concerning Matters Accorded Record Review. Except as otherwise provided in this Consent Decree, in any dispute brought under Paragraph 108 pertaining to the adequacy or appropriateness of plans, procedures to implement plans, schedules or any other items requiring approval by Plaintiffs under this Consent Decree; the adequacy of the performance of work undertaken pursuant to this Consent Decree; and all other disputes that are accorded review on the administrative record under applicable principles of administrative law, the Applicable Company shall have the burden of demonstrating, based on the administrative record, that the position of the United States is arbitrary and capricious or otherwise not in accordance with law.

b. Other Disputes. Except as otherwise provided in this Consent Decree, in any other dispute brought under Paragraph 108, the Applicable Company shall bear the burden of demonstrating that its position complies with this Consent Decree and furthers the objectives of the Consent Decree.

113. The invocation of dispute resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of the Applicable Company under this Consent Decree, unless and until final resolution of the dispute so provides. Stipulated penalties with respect to the disputed matter shall continue to accrue from the first day of noncompliance, but payment shall be stayed pending resolution of the dispute as provided in

Paragraph 96, above. If the Applicable Company does not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section VII (Stipulated Penalties).

X. INFORMATION COLLECTION AND RETENTION

114. The Plaintiffs and their representatives, including attorneys, contractors, and consultants, shall have the right of entry into any facility covered by this Consent Decree, at all reasonable times, upon presentation of credentials, to:

a. observe any performance testing conducted pursuant to this Decree;

b. monitor the progress of activities required under this Consent Decree;

c. verify any data or information submitted to a Plaintiff in accordance with the terms of this Consent Decree;

d. obtain unprivileged documentary evidence, including photographs and similar data; and

e. assess an Applicable Company's compliance with this Consent Decree.

115. Until two years after the termination of this Consent Decree as to each separate Applicable Company, such Applicable Company shall retain, and shall instruct its contractors and agents to preserve, all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate in any manner to that Applicable Company's performance of its obligations under this Consent Decree. This information-retention requirement shall apply regardless of any contrary corporate or institutional policies or procedures. At any time during this information-retention period, upon request by a Plaintiff, that Applicable Company shall provide copies of any unprivileged documents, records, or other information required to be

maintained under this Paragraph.

116. At the conclusion of the information-retention period provided in the preceding Paragraph, each Applicable Company shall notify the United States and the Applicable Co-Plaintiff at least 90 days prior to the destruction of any documents, records, or other information subject to the requirements of the preceding Paragraph and, upon request by the United States or the Applicable Co-Plaintiff, that Applicable Company shall deliver any such unprivileged documents, records, or other information to the United States or the Applicable Co-Plaintiff. The Applicable Company may assert that certain documents, records, or other information is privileged under the attorney-client privilege or any other privilege recognized by law. If an Applicable Company asserts such a privilege, it shall provide the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of each author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the subject of the document, record, or information; and (6) the privilege asserted by the Applicable Company. Such privilege log need not be compiled and provided until the Applicable Company receives a request by the United States or the Applicable Co-Plaintiff pursuant to this Paragraph to deliver documents, records, or other information.

117. Each Applicable Company may also assert that information required to be provided under this Consent Decree is protected as Confidential Business Information ("CBI") under 40 C.F.R. Part 2 or related state and/or local provisions. As to any information that an Applicable Company seeks to protect as CBI, that Applicable Company shall follow the procedures set forth in 40 C.F.R. Part 2 and the applicable state and/or local provisions.

118. This Consent Decree in no way limits or affects any right of entry and inspection,

or any right to obtain information, held by the Plaintiffs pursuant to applicable federal, state, or local laws, regulations, or permits, nor does it limit or affect any duty or obligation of each Applicable Company to maintain documents, records, or other information imposed by applicable federal, state, or local laws, regulations, or permits.

XI. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS

119. This Consent Decree resolves the Companies' civil and administrative liability for (a) any violations of 40 C.F.R. Part 63, Subparts A and RRR, related provisions of state and local law, and permit provisions specifically implementing or derived from 40 C.F.R. Part 63, Subparts A and RRR at each of their respective Covered Facilities arising out of facts and events that occurred prior to the date of lodging of this Decree; (b) the civil claims of the Plaintiffs for the violations alleged in the Amended Complaint through the date of lodging of this Decree; and (c) the civil claims of the Plaintiffs for the violations alleged in each NOV cited in this Decree.

120. The Plaintiffs reserve all legal and equitable remedies available to enforce the provisions of this Consent Decree. This Consent Decree shall not be construed to limit the rights of the Plaintiffs to obtain penalties or injunctive relief under the Act or implementing regulations, or under other federal, state, or local laws, regulations, or permit conditions, except as expressly specified in Paragraph 119. The Plaintiffs further reserve all legal and equitable remedies to address any situation which may present an imminent and substantial endangerment to the public health or welfare or the environment arising at, or posed by, any of the Covered Facilities, whether related to the violations addressed in this Consent Decree or otherwise.

121. In any subsequent administrative or judicial proceeding initiated by a Plaintiff for injunctive relief, civil penalties, or other appropriate relief relating to a Covered Facility, no Applicable Company shall assert or maintain any defense or claim based upon the principles of

waiver, res judicata, collateral estoppel, issue preclusion, claim preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the Plaintiff in the subsequent proceeding were or should have been brought in the instant case, except with respect to claims that have been specifically resolved pursuant to Paragraph 119 of this Section.

122. This Consent Decree is not a permit, or a modification of any permit, under any federal, state, or local laws or regulations. Each Applicable Company is responsible for achieving and maintaining complete compliance with all applicable federal, state, and local laws, regulations, and permits, and neither an Applicable Company's compliance with this Consent Decree, nor the fact that the Plaintiffs did not notify an Applicable Company of any deficiency in a plan, report, or other item required to be submitted pursuant to this Consent Decree, shall be a defense to any action commenced pursuant to any such laws, regulations, or permits, except as set forth herein. The Plaintiffs do not, by their consent to the entry of this Consent Decree, warrant or aver in any manner that an Applicable Company's compliance with any aspect of this Consent Decree will result in compliance with provisions of the Act, 42 U.S.C. § 7401 et seq., or with any other provisions of federal, state, or local laws, regulations, or permits.

123. This Consent Decree does not limit or affect the rights of the Companies or the Plaintiffs against any third parties, not party to this Consent Decree, nor does it limit the rights of third parties, not party to this Consent Decree, against the Companies, except as otherwise provided by law.

124. This Consent Decree shall not be construed to create rights in, or grant any cause of action to, any third party not party to this Consent Decree.

XII. COSTS

125. The Parties shall bear their own costs of this action, including attorneys' fees,

except that the Plaintiffs shall be entitled to collect the costs (including attorneys' fees) incurred in any judicial action necessary to collect any portion of the civil penalty or any stipulated penalties due but not paid by an Applicable Company.

XIII. NOTICES

126. Unless otherwise specified herein, whenever written notifications, submissions, or communications, or payments are required by this Consent Decree, they shall be addressed and/or paid as set forth in Appendix M to this Decree.

127. Any Party may, by written notice to the other Parties, change its designated notice recipient or notice address provided in Appendix M to this Decree.

128. Each report, notification, or other submission by an Applicable Company shall be submitted as specified in the Consent Decree, with a copy to EPA Region 4, as set forth in Appendix M to this Decree.

129. Each notification or other communication by a Plaintiff to an Applicable Company shall be made as specified in the Consent Decree, with copies to Aleris International, Inc., as set forth in Appendix M to this Decree.

130. Notices submitted pursuant to this Section shall be deemed submitted upon mailing, unless otherwise provided in this Consent Decree or by mutual agreement of the Parties in writing.

XIV. EFFECTIVE DATE

131. The effective date of this Consent Decree shall be the date upon which this Consent Decree is entered by the Court or a motion to enter the Consent Decree is granted, whichever occurs first, as recorded on the Court's docket, provided that the Bankruptcy Court has previously entered an order approving the Consent Decree and authorizing the Companies to

sign it. If the Bankruptcy Court has not entered its order prior to the Court's entry of the Consent Decree or granting of a motion to enter, then the effective date of this Consent Decree shall be the date of the subsequent Bankruptcy Court order.

XV. RETENTION OF JURISDICTION

132. The Court shall retain jurisdiction over this case until termination of this Consent Decree, for the purpose of resolving disputes arising under this Decree or entering orders modifying this Decree, pursuant to Sections IX and XVI, or effectuating or enforcing compliance with the terms of this Decree.

XVI. MODIFICATION

133. Except as otherwise set forth in Paragraph 31.b (calculation of minimum exhaust rate at Coldwater reverberatory furnace #7S), 37 (time period for capture and collection system improvements), 38 (flow rate measurement methodology), 46 (performance test notification period), 52.d (time period for corrective action to meet major source emission limits), 55.b (time period for corrective action to address emission exceedance during performance test), 57 (form of OM&M Plan and SSMP), 58 (fan RPM verification), 63 (flow rate measurement methodology), or 127 (notice recipients and addresses) of this Consent Decree, the terms of this Decree may be modified only by a subsequent written agreement signed by the United States, the Applicable Co-Plaintiff(s), and the Applicable Company or Companies. Where the modification constitutes a material change to this Decree, it shall be effective only upon approval by the Court.

134. Any disputes concerning modification of this Decree shall be resolved pursuant to Section IX of this Decree (Dispute Resolution), provided, however, that, instead of the burden of proof provided by Paragraph 112, the Party seeking the modification bears the burden of

demonstrating that it is entitled to the requested modification in accordance with Federal Rule of Civil Procedure 60(b).

XVII. TERMINATION

135. After an Applicable Company has completed the requirements of Section V (Compliance Requirements) of this Decree for its Covered Facility or Facilities, has complied with all other requirements of this Consent Decree for its Covered Facility or Facilities, has thereafter maintained satisfactory compliance with this Consent Decree and 40 C.F.R. Part 63, Subparts A and RRR for a period of one year at its Covered Facility or Facilities, and has paid any accrued stipulated penalties for its Covered Facility or Facilities as required by this Consent Decree, that Applicable Company may serve upon the United States, the Applicable EPA Region, and the Applicable Co-Plaintiff a Request for Termination, stating that the Applicable Company has satisfied those requirements, together with all necessary supporting documentation.

136. Following receipt of an Applicable Company's Request for Termination, that Applicable Company, the United States, and the Applicable Co-Plaintiff shall confer informally concerning the Request and any disagreement that such Parties may have as to whether that Applicable Company has satisfactorily complied with the requirements for termination of this Consent Decree as to that Applicable Company. If the United States, after consultation with the Applicable Co-Plaintiff, agrees that the Decree may be terminated as to that Applicable Company, the Applicable Company, the United States, and the Applicable Co-Plaintiff shall submit, for the Court's approval, a joint stipulation terminating the Decree as to that Applicable Company.

137. If the United States, after consultation with the Applicable Co-Plaintiff, does not

agree that the Decree may be terminated as to that Applicable Company, that Applicable Company may invoke Dispute Resolution under Section IX of this Decree. However, no Applicable Company shall seek Dispute Resolution of any dispute regarding termination, under Paragraph 108 of Section IX, until 60 days after service of its Request for Termination upon the United States.

XVIII. PUBLIC PARTICIPATION

138. This Consent Decree shall be lodged with the Court for a period of not less than 30 days for public notice and comment in accordance with 28 C.F.R. § 50.7. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations indicating that the Consent Decree is inappropriate, improper, or inadequate. The Companies consent to entry of this Consent Decree without further notice and agrees not to withdraw from or oppose entry of this Consent Decree by the Court or to challenge any provision of the Decree, unless the United States has notified the Companies and the Co-Plaintiffs in writing that it no longer supports entry of the Decree.

XIX. SIGNATORIES/SERVICE

139. The undersigned representatives of each Applicable Company and of each Co-Plaintiff and the Assistant Attorney General for the United States certify that they are fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind the Party they represent to this document.

140. This Consent Decree may be signed in counterparts, and its validity shall not be challenged on that basis.

141. The Companies agree to accept service of process by mail with respect to all matters arising under or relating to this Consent Decree and to waive the formal service

requirements set forth in Rules 4 and 5 of the Federal Rules of Civil Procedure and any applicable Local Rules of this Court including, but not limited to, service of a summons.

XX. INTEGRATION

142. This Consent Decree constitutes the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in the Decree and supersedes all prior agreements and understandings, whether oral or written, concerning the settlement embodied herein. No other document, nor any representation, inducement, agreement, understanding, or promise, constitutes any part of this Decree or the settlement it represents, nor shall it be used in construing the terms of this Decree.

XXI. FINAL JUDGMENT

143. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment of the Court as to the United States; the States of Idaho, Illinois, Indiana, Michigan, Ohio, Tennessee, and West Virginia; the Commonwealths of Kentucky and Virginia; the Oklahoma Department of Environmental Quality; the Maricopa County Air Quality Department; and the Companies.

XXII. APPENDICES

144. The following Appendices are attached to and part of this Consent Decree:

Appendix A: Covered Facilities, Affected Sources, and Emission Units

Appendix B: Major Source Rotary Furnace Test Protocol

Appendix C: Area Source Rotary Furnace Test Protocol

Appendix D: Batch-Fed Reverberatory Furnace Test Protocol

Appendix E: Reverberatory Furnace/Thermal Chip Dryer Test Protocol

Appendix F: Reverberatory Furnace/Delacquering Kiln Test Protocol

Appendix G: Lewisport Uncontrolled Reverberatory Furnace Test Protocol

Appendix H: Model Charge Material Report

Appendix I: Model OM&M Plan and SSMP

Appendix J: Model Semiannual Report

Appendix K: Model ACGIH Calculations

Appendix L: Model Potential-to-Emit Analysis

Appendix M: Notice and Penalty Payment Provisions

Dated and entered this 22 day of October, 2009.

s/Ann Aldrich
ANN ALDRICH
United States District Judge
Northern District of Ohio

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States et al. v. Aleris International, Inc. et al. (N.D. Ohio):

FOR PLAINTIFF UNITED STATES OF AMERICA:

JOHN C. CRUDEN
Acting Assistant Attorney General
Environment and Natural Resources Division

MARK SABATH
Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, DC 20044-7611
(202) 514-1196

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States et al. v. Aleris International, Inc. et al. (N.D. Ohio):

FOR PLAINTIFF UNITED STATES OF AMERICA:

WILLIAM J. EDWARDS
United States Attorney
Northern District of Ohio

Steven J. Paffilas /MES

By: STEVEN J. PAFFILAS
Bar Reg. No. 0034376
Assistant United States Attorney
Carl B. Stokes United States Court House
801 West Superior Avenue, Suite 400
Cleveland, OH 44113-1852

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States et al. v. Aleris International, Inc. et al. (N.D. Ohio):

FOR PLAINTIFF UNITED STATES OF AMERICA:

CYNTHIA GILES
Assistant Administrator
Office of Enforcement and Compliance Assurance
United States Environmental Protection Agency

PAMELA J. MAZAKAS
Acting Director, Air Enforcement Division
Office of Civil Enforcement
Office of Enforcement and Compliance Assurance
United States Environmental Protection Agency

DAVID W. SCHNARE
Attorney-Advisor, Air Enforcement Division
Office of Civil Enforcement
Office of Enforcement and Compliance Assurance
United States Environmental Protection Agency

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States et al. v. Aleris International, Inc. et al. (N.D. Ohio):

FOR PLAINTIFF UNITED STATES OF AMERICA:

WILLIAM C. EARLY
Acting Regional Administrator
U.S. EPA Region III
1650 Arch Street
Philadelphia, PA 19103

for JUDITH M. KATZ
Acting Regional Counsel
U.S. EPA Region III
1650 Arch Street
Philadelphia, PA 19103

DONNA L. MASTRO
Senior Assistant Regional Counsel
U.S. EPA Region III
1650 Arch Street
Philadelphia, PA 19103

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States et al. v. Aleris International, Inc. et al. (N.D. Ohio):

FOR PLAINTIFF UNITED STATES OF AMERICA:

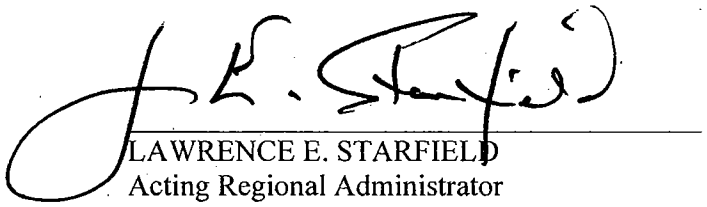
BHARAT MATHUR
Acting Regional Administrator
U.S. Environmental Protection Agency
Region 5
77 West Jackson Boulevard
Chicago, IL 60604

ROBERT A. KAPLAN
Regional Counsel
U.S. Environmental Protection Agency
Region 5
77 West Jackson Boulevard
Chicago, IL 60604

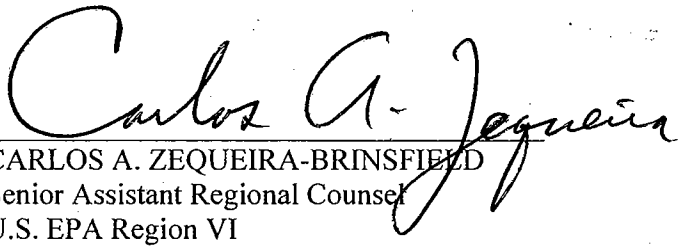
LOUISE G. GROSS
Associate Regional Counsel
U.S. Environmental Protection Agency
Region 5
77 West Jackson Boulevard
Chicago, IL 60604

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States et al. v. Aleris International, Inc. et al. (N.D. Ohio):

FOR PLAINTIFF UNITED STATES OF AMERICA:



LAWRENCE E. STARFIELD
Acting Regional Administrator
U.S. EPA Region VI
1445 Ross Avenue
Dallas, TX 75202-2733



CARLOS A. ZEQUEIRA-BRINSFIELD
Senior Assistant Regional Counsel
U.S. EPA Region VI
1445 Ross Avenue
Dallas, TX 75202-2733

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States et al. v. Aleris International, Inc. et al. (N.D. Ohio):

FOR PLAINTIFF UNITED STATES OF AMERICA:

for 15 June 2009
LAURA YOSHII
Acting Regional Administrator
U.S. EPA Region IX
75 Hawthorne Street
San Francisco, CA 94105

William Kuens for Nancy J. Marvel
NANCY J. MARVEL
Regional Counsel
U.S. EPA Region IX
75 Hawthorne Street
San Francisco, CA 94105

Daniel Reich
DANIEL REICH
Assistant Regional Counsel
U.S. EPA Region IX
75 Hawthorne Street
San Francisco, CA 94105

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States et al. v. Aleris International, Inc. et al. (N.D. Ohio):

FOR PLAINTIFF STATE OF IDAHO:

TONI HARDESTY, Director
Idaho Department of Environmental Quality
1410 North Hilton
Boise, ID 83706

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States et al. v. Aleris International, Inc. et al. (N.D. Ohio):

FOR PLAINTIFF STATE OF ILLINOIS:

LISA MADIGAN
Attorney General

MATTHEW J. DUNN, Chief
Environmental Enforcement/Asbestos
Litigation Division

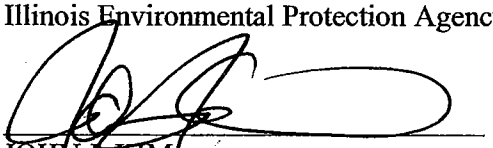
ROSEMARIE CAZEAU, Chief
Environmental Bureau
Assistant Attorney General
69 W. Washington Street, Suite 1800
Chicago, IL 60602

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States et al. v. Aleris International, Inc. et al. (N.D. Ohio):

FOR PLAINTIFF STATE OF ILLINOIS:

FOR THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:

DOUGLAS P. SCOTT, Director
Illinois Environmental Protection Agency



JOHN J. KIM
Chief Legal Counsel
1021 North Grand Avenue East
P.O. Box 19276
Springfield, IL 62794-9276

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States et al. v. Aleris International, Inc. et al. (N.D. Ohio):

FOR PLAINTIFF STATE OF INDIANA:

GREGORY F. ZOELLER
Attorney General

PATRICIA ORLOFF ERDMANN
Chief Litigation Counsel
Office of the Indiana Attorney General
Indiana Government Center South, Fifth Floor
302 West Washington Street
Indianapolis, IN 46204

THOMAS W. EASTERLY
Commissioner, Indiana Department of
Environmental Management
Government Center North, 13th Floor
100 North Senate Avenue
Indianapolis, IN 46204

by David R. Joest
Assistant Commissioner

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States et al. v. Aleris International, Inc. et al. (N.D. Ohio):

FOR PLAINTIFF STATE OF MICHIGAN:

MICHAEL A. COX
Attorney General

JOHN FORDELL LEONE
Assistant Attorney General
Environment, Natural Resources
and Agriculture Division
P.O. Box 30755
Lansing, MI 48909

Lynn Fiedler (acting)

G. VINSON HELLWIG, Chief
Department of Environmental Quality
Air Quality Division
Constitution Hall, 3rd Floor North
525 W. Allegan Street
Lansing, MI 48909

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States et al. v. Aleris International, Inc. et al. (N.D. Ohio):

FOR PLAINTIFF STATE OF OHIO:

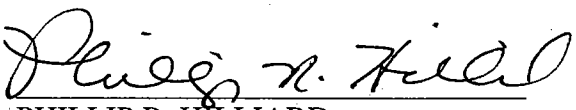
RICHARD CORDRAY
OHIO ATTORNEY GENERAL

DALE T. VITALE
Assistant Attorney General
Office of the Ohio Attorney General
Environmental Enforcement Section
30 East Broad Street, 25th Floor
Columbus, OH 43215
(614) 466-5249 (phone)
(614) 644-1926 (fax)
dale.vitale@ohioattorneygeneral.gov

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States et al. v. Aleris International, Inc. et al. (N.D. Ohio):

FOR PLAINTIFF STATE OF TENNESSEE:

ROBERT E. COOPER, JR.
Tennessee Attorney General and Reporter



PHILLIP R. HILLIARD
Assistant Attorney General
Office of the Tennessee Attorney General
Environmental Division
P.O. Box 20207
Nashville, TN 37202

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States et al. v. Aleris International, Inc. et al. (N.D. Ohio):

FOR PLAINTIFF STATE OF WEST VIRGINIA:

JOHN A. BENEDICT, Director
West Virginia Division of Air Quality

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States et al. v. Aleris International, Inc. et al. (N.D. Ohio):

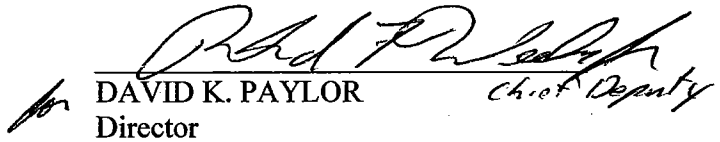
FOR PLAINTIFF COMMONWEALTH OF KENTUCKY:

DR. LEONARD K. PETERS, Secretary
Energy and Environment Cabinet
500 Mero Street
12th Floor, Capital Plaza Tower
Frankfort, KY 40601

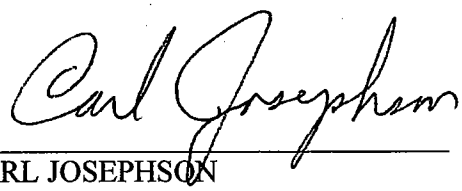
C. MICHAEL HAINES, General Counsel
Energy and Environment Cabinet
Office of General Counsel
2 Hudson Hollow Road
Frankfort, KY 40601

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States et al. v. Aleris International, Inc. et al. (N.D. Ohio):

FOR PLAINTIFF COMMONWEALTH OF VIRGINIA:



DAVID K. PAYLOR
Director
Virginia Department of Environmental Quality
629 East Main Street
Richmond, VA 23219



CARL JOSEPHSON
Senior Assistant Attorney General
Commonwealth of Virginia
Office of the Attorney General
Environmental Section
900 East Main Street
Richmond, VA 23219

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States et al. v. Aleris International, Inc. et al. (N.D. Ohio):

FOR PLAINTIFF OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY:

STEVEN A. THOMPSON
Executive Director
Oklahoma Department of Environmental Quality

THE UNDERSIGNED PARTIES enter into this Consent Decree in the manner of United States et al. v. Aleris international, Inc. (N.D. Ohio):

FOR PLAINTIFF MARICOPA COUNTY AIR QUALITY DEPARTMENT:

LAWRENCE ODLE, Director
Maricopa County Air Quality Department
1001 N. Central Ave., Suite 900
Phoenix, AZ 85004

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States et al. v. Aleris International, Inc. et al. (N.D. Ohio):

FOR DEFENDANTS ALERIS INTERNATIONAL, INC.; IMCO RECYCLING OF ILLINOIS, INC.; IMCO RECYCLING OF MICHIGAN L.L.C.; ALUMITECH OF WEST VIRGINIA INC.; ROCK CREEK ALUMINUM; IMSAMET OF ARIZONA; COMMONWEALTH ALUMINUM LEWISPORT, LLC; IMCO RECYCLING OF IDAHO, INC.; ALSCO METALS CORPORATION; ALCHEM ALUMINUM, INC.; ALCHEM ALUMINUM SHELBYVILLE, INC.; COMMONWEALTH ALUMINUM CONCAST, INC.; IMCO RECYCLING OF OHIO, INC.; AND ALUMITECH OF WABASH INC.:

Steven J. Demetriou
Chairman and Chief Executive Officer
Aleris International, Inc.
25825 Science Park Drive
Suite 400
Beachwood, OH 44122

Agent authorized to accept service on behalf of above-signed party:

Roy M. Harsch
Drinker Biddle & Reath
Suite 3700
191 N. Wacker Drive
Chicago, Illinois 60610